

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 97	
2. CONTRACT NO.		3. SOLICITATION NO. W9124R-13-R-0001	4. TYPE OF SOLICITATION () SEALED BID (IFB) (X) NEGOTIATED (RFP)		5. DATE ISSUED 20 Dec 2012	6. REQUISITION/PURCHASE NO.		
7. ISSUED BY MISSION & INSTALLATION CONTRACTING CMD YUMA PROVING GROUND CCMI-CHD-YP 301 C STREET YUMA AZ 85365-9498 CODE W9124R TEL: 928-328-6285 FAX: 928-328-6849			8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE	TEL:	FAX:	
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".								
SOLICITATION								
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) (Date)								
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.								
10. FOR INFORMATION CALL:		A. NAME TEJAE CRAIG		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 928-328-6903		C. E-MAIL ADDRESS Tejae.Craig.civ@mail.mil		
11. TABLE OF CONTENTS								
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OFFER (Must be fully completed by offeror)								
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.								
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.								
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)								
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.	DATE	AMENDMENT NO.	DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.			17. SIGNATURE		18. OFFER DATE	
		<input type="checkbox"/>						
AWARD (To be completed by Government)								
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()					23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7)				CODE	25. PAYMENT WILL BE MADE BY		CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)					27. UNITED STATES OF AMERICA		28. AWARD DATE	
TEL: EMAIL:					(Signature of Contracting Officer)			

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section A - Solicitation/Contract Form

SECTION A**Executive Summary****Strategic Vision**

The command vision for USAYPG is

"A Team USAYPG that is the premier testing authority - competitive, comprehensive, and accurate; valued and respected by our customers and decision makers; and ensuring the utmost Warfighter success."

This vision of USAYPG is to use fundamental business strategies within the framework of best business practices to achieve positive results whereby meeting future customer requirements in the conduct of test. We will optimize test execution to ensure our customers receive the best service at the lowest cost with renewed emphasis on Mission (Test) Support Services (MTSS) contract execution.

The conduct of test is a business. We have customers (typically program managers or researchers) who bring their materiel to USAYPG and pay for the privilege of collecting data on their systems. The costs are calculated by summing the indirect costs (general range infrastructure and services required, but not necessarily allocable to a specific test) and direct costs (those specifically consumed by the individual test itself). USAYPG has competitors, in that a test customer has some latitude to go to any one of the multitude of DoD and commercial ranges available. Therefore, in order for us to be successful, we must strive to offer the best product (test) at the lowest cost, in order to garner that business and for USAYPG to continue to grow. The reality is that test is an ever-changing work effort.

In general we know the kinds of testing to perform, and associated best practices (design of experiments or test methodologies) that facilitate efficient test execution. However, the specific materiel to be tested and associated infrastructure necessary to conduct each test changes constantly. Therefore, key to overcoming this challenge is that everyone on the team - military, civilian, and contractor – must remain flexible and adaptable. We must leverage “change” as an opportunity to optimize processes, reduce costs, and find better ways to execute test. As such, “continuous process improvement” is a most-appropriate mentality whereby any and every process that exists is defined, reviewed, and improved to result in process optimization by providing a better product (test) at a lower cost.

USAYPG will focus on quality of service to ensure future success in meeting customer requirements while achieving the appropriate balance between cost, schedule, and performance of the test mission. The MTSS contractor will be an invaluable partner in this endeavor who must themselves ensure of proper optimized performance with focus on continued process improvement and efficiency of operations to support USAYPG's customer-focused mentality and provide the best service possible. The MTSS contractor will bring the necessary skill sets to USAYPG which allow support for sustaining current test and training operations with sufficient reach-back capability for allowing future growth to broaden the customer base at USAYPG through new and different commodity lines (sister service or commercial customers), and through operational testing and training work effort.

Organizational Conflict of Interest**Background**

1. The Army Test and Evaluation Command (ATEC) plans, integrates, and conducts experiments, developmental testing, independent operational testing, and independent evaluations and assessments in order to provide essential information to acquisition decision-makers and commanders.¹ To accomplish this mission, ATEC relies on

¹ General Order 13, dated 16 October 2006

contractors to provide test and evaluation support services in the areas of instrumentation, modeling and simulation, test support, data collection, data assessment, and range support services.

2. DoD Directive 5000.01 defines operational testing and evaluation by requiring that military departments establish independent Operational Test Agencies (OTAs). As an independent OTA, ATEC is required to conduct operational testing and evaluation independent of the system developer, the program management office and the acquiring organization.

3. Title 10, United States Code (USC) Section 2399(d) also requires that independent operational test and evaluation of Major Defense Acquisition Programs² (MDAPs) is conducted independent of system contractor manipulation or influence, unless the system contractor is involved in the actual operation, maintenance, and support of the tested system when deployed in combat. Department of Army Regulation (AR) 73-1 extends this requirement to the independent operational test and evaluation of all programs.

4. U.S. Army Yuma Proving Ground's (USAYPG) test executing centers currently conduct about five (5) percent integrated operational/developmental testing on behalf of ATEC with a view to this integrated approach increasing throughout the lifetime of this contract. Although operational and developmental testing serves fundamentally different purposes, they are becoming more structured as unified programs that obtain data from many sources and are seamless throughout the acquisition cycle. This approach results in increased opportunities for the use of common support contracts, data collection and instrumentation for operational and developmental testing, resulting in greater efficiencies and lower costs. However, it also increases the risk of a statutory OCI in a combined developmental/operational environment. It is therefore imperative that ATEC test and evaluation mission support contracts remain OCI-free.

5. The Mission and Installation Contracting Command – Yuma Proving Ground (MICC-YPG), in support of its ATEC customer, reviewed the Performance Work Statement (PWS) and its associated documentation, and determined that of the three types of OCI recognized in the Federal Acquisition Regulations (FAR), by the General Accounting Office (GAO) and Court of Federal Claims (CFC), one principally impacts the ATEC Mission (Test) Support Services requirement at USAYPG, which is that of an “impaired objectivity” OCI. Unlike the other two types of OCI, an impaired objectivity OCI generally cannot be mitigated by firewalls through the use of separate corporate divisions, or by limitations on future contracting.

6. Therefore, MICC-YPG has incorporated OCI language from Title 10 USC 2399 and AR 73-1 into this Request For Proposal (RFP) which can be found in detail in Section H – Special Contract Requirements and in the PWS Section C.1.3.

(End Executive Summary)

² Defined as a DoD acquisition program so designated by the Secretary of Defense or exceeding specified expenditure thresholds. See 10 USC 2430

Section B - Supplies or Services and Prices

NOTES

B.1 ESTIMATED COST AND CONSIDERATION

- a. This Cost-Plus-Award-Fee (CPAF) contract requires performance for a Firm-Fixed-Price (FFP) two-month (60-day) phase-in period, a one-year base period of performance from the 1st day of full contract performance, and three one-year option periods, if exercised. It is understood that the actual quantity of effort required in the performance of this contract, may fluctuate from the amount estimated by the parties.
- b. Base fee shall be expressed as a fixed dollar amount for the total performance period of the CLIN – Not To Exceed (NTE) 3% of the total estimated cost (exclusive of fee) for that CLIN.
- c. Award fee shall be expressed as a fixed dollar amount that represents the maximum amount that may be earned during the performance period of that CLIN.
- d. The above notes are applicable to the base period and any option period(s) exercised under this contract. Option periods may be exercised in accordance with the terms of FAR 52.217-9 “Option to Extend the Term of the Contract” within 30 days of contract expiration.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Phase-In USAYPG MTSS FFP Provide for Phase-In of Mission (Test) Support Services (MTSS) in support of U.S. Army Yuma Proving Ground (USAYPG), AZ in accordance with (IAW) the Performance Work Statement (PWS) Period of Performance: 01 Aug 2013 - 30 Sep 2013 FOB: Destination	2	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	Phase-In USAYPG MTSS - Priced FFP This SubCLIN is for funding and billing purposes. This priced SubCLIN shall be utilized for billing purposes in accordance with the work performed under CLIN 0001 of the contract. Period of Performance: 01 Aug 2013 - 30 Sep 2013 FOB: Destination	2	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Base Period - USAYPG MTSS CPAF Provide non-personal MTSS in support of USAYPG, AZ. Functional areas to be supported under this contract include: Electronic Instrumentation Operation; Optical, Meteorology & Geodetic Instrumentation Operation; Metrology & Simulation Operation; Computation and Automation; Test Operations and Maintenance; Ammunition Management Operations; Technical and Engineering Services; Range Management Operations; Communication & Information Management Operations; and Data Acquisition and Management. All work shall be performed IAW the attached PWS and all applicable regulations. Period of Performance: 01 Oct 2013 - 30 Sep 2014 FOB: Destination		Job		

ESTIMATED COST

BASE FEE

SUBTOTAL EST COST + BASE

MAX AWARD FEE

TOTAL EST COST + FEE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	<p>Base Period - USAYPG MTSS– Priced CPAF</p> <p>These SubCLINs are for funding and billing purposes. The priced SubCLINs under this SubCLIN shall be utilized for billing purposes in accordance with the work performed under CLIN 0002 of the contract.</p> <p>Period of Performance: 01 Oct 2013 - 30 Sep 2014</p> <p>FOB: Destination</p>		Job		
ESTIMATED COST					
BASE FEE					
SUBTOTAL EST COST + BASE					<hr/>
MAX AWARD FEE					
TOTAL EST COST + FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<p>Contractor Manpower Reporting (CMR) FFP</p> <p>IAW the PWS sections C.1.6.7 "Accounting for Contract Services" and C.4.3.1.10 Reports - Complete the Annual Contractor Manpower Reporting requirement at the CMR website https://contractormanpower.army.pentagon.mil. The reporting period is from 01 October 2013 – 30 Sep 2014. Reporting shall be completed by 31 October each year.</p> <p>FOB: Destination</p>		Each		
NET AMT					<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001			Job		

1st Option - USAYPG MTSS
CPAF

Provide non-personal MTSS in support of USAYPG, AZ. Functional areas to be supported under this contract include: Electronic Instrumentation Operation; Optical, Meteorology & Geodetic Instrumentation Operation; Metrology & Simulation Operation; Computation and Automation; Test Operations and Maintenance; Ammunition Management Operations; Technical and Engineering Services; Range Management Operations; Communication & Information Management Operations; and Data Acquisition and Management. All work shall be performed IAW the attached PWS and all applicable regulations.

Period of Performance: 01 Oct 2014 - 30 Sep 2015

FOB: Destination

ESTIMATED COST	
BASE FEE	
SUBTOTAL EST COST + BASE	
MAX AWARD FEE	
TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AA			Job		

1st Option - USAYPG MTSS – Priced
CPAF

These SubCLINs are for funding and billing purposes. The priced SubCLINs under this SubCLIN shall be utilized for billing purposes in accordance with the work performed under CLIN 1002 of the contract.

Period of Performance 01 Oct 2014 - 30 Sep 2015

FOB: Destination

ESTIMATED COST	
BASE FEE	
SUBTOTAL EST COST + BASE	
MAX AWARD FEE	
TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002	CMR FFP IAW the PWS sections C.1.6.7 "Accounting for Contract Services" and C.4.3.1.10 Reports - Complete the Annual Contractor Manpower Reporting requirement at the CMR website https://contractormanpower.army.pentagon.mil . The reporting period is from 01 Oct 2014 - 30 Sep 2015. Reporting shall be completed by 31 October each year. FOB: Destination		Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001	2nd Option - USAYPG MTSS CPAF Provide non-personal MTSS in support of USAYPG, AZ. Functional areas to be supported under this contract include: Electronic Instrumentation Operation; Optical, Meteorology & Geodetic Instrumentation Operation; Metrology & Simulation Operation; Computation and Automation; Test Operations and Maintenance; Ammunition Management Operations; Technical and Engineering Services; Range Management Operations; Communication & Information Management Operations; and Data Acquisition and Management. All work shall be performed IAW the attached PWS and all applicable regulations. Period of Performance: 01 Oct 2015 - 30 Sep 2016 FOB: Destination		Job		

ESTIMATED COST

BASE FEE

SUBTOTAL EST COST + BASE

MAX AWARD FEE

TOTAL EST COST + FEE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AA	2nd Option - USAYPG MTSS – Priced CPAF		Job		
	These SubCLINs are for funding and billing purposes. The priced SubCLINs under this SubCLIN shall be utilized for billing purposes in accordance with the work performed under CLIN 2002 of the contract.				
	Period of Performance: 01 Oct 2015 - 30 Sep 2016				

FOB: Destination

ESTIMATED COST	
BASE FEE	
SUBTOTAL EST COST + BASE	<hr/>
MAX AWARD FEE	
TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002	CMR FFP		Each		
	IAW the PWS sections C.1.6.7 "Accounting for Contract Services" and C.4.3.1.10 Reports - Complete the Annual Contractor Manpower Reporting requirement at the CMR website https://contractormanpower.army.pentagon.mil . The reporting period is from 01 Oct 2015 - 30 Sep 2016. Reporting shall be completed by 31 October each year.				
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001			Job		

3rd Option - USAYPG MTSS
CPAF

Provide non-personal MTSS in support of USAYPG, AZ. Functional areas to be supported under this contract include: Electronic Instrumentation Operation; Optical, Meteorology & Geodetic Instrumentation Operation; Metrology & Simulation Operation; Computation and Automation; Test Operations and Maintenance; Ammunition Management Operations; Technical and Engineering Services; Range Management Operations; Communication & Information Management Operations; and Data Acquisition and Management. All work shall be performed IAW the attached Performance Work Statement (PWS) and all applicable regulations.

Period of Performance: 01 Oct 2016 - 30 Sep 2017

FOB: Destination

ESTIMATED COST	
BASE FEE	
SUBTOTAL EST COST + BASE	<hr/>
MAX AWARD FEE	
TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AA			Job		

3rd Option - USAYPG MTSS – Priced
CPAF

These SubCLINs are for funding and billing purposes. The priced SubCLINs under this SubCLIN shall be utilized for billing purposes in accordance with the work performed under CLIN 3002 of the contract.

Period of Performance: 01 Oct 2016 - 30 Sep 2017

FOB: Destination

ESTIMATED COST	
BASE FEE	
SUBTOTAL EST COST + BASE	<hr/>
MAX AWARD FEE	
TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002	CMR FFP IAW the PWS sections C.1.6.7 "Accounting for Contract Services" and C.4.3.1.10 Reports - Complete the Annual Contractor Manpower Reporting requirement at the CMR website https://contractormanpower.army.pentagon.mil . The reporting period is from 01 Oct 2016 - 30 Sep 2017. Reporting shall be completed by 31 October each year. FOB: Destination				

NET AMT

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT

The Performance Work Statement is listed as Attachment 1 in Section J.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0001AA	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0002AA	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1001AA	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2001AA	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3001AA	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-3	Inspection Of Supplies Cost-Reimbursement
52.246-5	Inspection Of Services Cost-Reimbursement

MAY 2001
APR 1984

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-AUG-2013 TO 30-SEP-2013	N/A	301 C STEET -YUMA PROVING GROUND 301 C STEET -YUMA PROVING GROUND YUMA PROVING GROUND YUMA AZ 85365 FOB: Destination	W9124R
0001AA	POP 01-AUG-2013 TO 30-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9124R
0002	POP 01-OCT-2013 TO 30-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9124R
0002AA	POP 01-OCT-2013 TO 30-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9124R
0003	31-OCT-2014		YUMA PROVING GROUND YUMA PROVING GROUND 301 C STREET YUMA PROVING GROUND YUMA AZ 85365 FOB: Destination	W9124R
1001	POP 01-OCT-2014 TO 30-SEP-2015	N/A	301 C STEET -YUMA PROVING GROUND 301 C STEET -YUMA PROVING GROUND YUMA PROVING GROUND YUMA AZ 85365 FOB: Destination	W9124R
1001AA	POP 01-OCT-2014 TO 30-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9124R
1002	31-OCT-2015		(SAME AS PREVIOUS LOCATION) FOB: Destination	W9124R
2001	POP 01-OCT-2015 TO 30-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9124R
2001AA	POP 01-OCT-2015 TO 30-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9124R
2002	31-OCT-2016		(SAME AS PREVIOUS LOCATION) FOB: Destination	W9124R
3001	POP 01-OCT-2016 TO 30-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9124R
3001AA	POP 01-OCT-2016 TO 30-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9124R

3002 31-OCT-2017

(SAME AS PREVIOUS LOCATION)
FOB: Destination

W9124R

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I Stop-Work Order (Aug 1989) - Alternate I

APR 1984

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

AC 5152.242-4001 (NOV 2006)

INSTRUCTIONS TO PAYING OFFICE AND ADMINISTRATIVE CONTRACTING OFFICE (NOV 2006)

a. The Contracting Office Representative is:

Name: _____

Organization Code: _____

Telephone Area Code and Number: _____

DSN: _____

FAX: _____

Email: _____

b. Payment to the contractor shall be made IAW FAR Subpart 32.11, Electronic Funds Transfer.

c. Paying Office information:

Telephone Inquiries: _____

FAX: _____

INVOICE INSTRUCTIONS

To be provided at time of award. It is anticipated that Wide Area Workflow will be utilized for invoicing.

5152.233-4000

AMC-LEVEL PROTEST (Oct 2011)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the Government Accountability Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. If you want to file a protest under the AMC-Level Protest Program, the protest must request resolution under that program and be sent to the address below. All other agency-level protests should be sent to the contracting officer for resolution.

HQ Army Materiel Command
Office of Command Counsel
4400 Martin Road, Room: A6SE040.001
Redstone Arsenal, AL 35898-5000

Facsimile number: (256) 450-8840

Packages sent by FedEx, UPS, or other delivery services should be sent to the same address.

The AMC-level protest procedures are located on the Internet. If Internet access is not available, contact the contracting officer or HQ, AMC to obtain the AMC level-protest procedures.

<http://www.amc.army.mil/pa/COMMANDCOUNSEL.asp>

POST AWARD CONFERENCE

Within 14 days after contract award an orientation conference will be convened by the Procuring Contracting Officer (PCO). The conference shall be in accordance with FAR 42.503-2.

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

AC 5152.0228-4001 (NOV 2006)

INSURANCE REQUIREMENTS

The following insurance is required as a minimum in accordance with the Federal Acquisition Regulations and the appropriate clause in Section I:

a. Legally Required Insurance: Where certain laws apply, such as state laws governing workman's compensation and employer's liability coverage, etc., the contractor, prior to commencement of work, shall furnish the Contracting Officer a written statement that such laws have been complied with and that compliance will continue throughout the period of contract performance. Minimum coverage of \$100,000 is required.

b. Comprehensive General Liability and Automobile Liability:

	Each Person	Per Occurrence	Property Damage
Comprehensive General Liability	None	\$500,000	None
Automobile Liability	\$200,000	\$500,000	\$20,000

CLAUSES INCORPORATED BY FULL TEXT

AC 52.232-4001 (JUL 2004)

INCREMENTALLY FUNDED CONTRACT

This contract will be funded in increments. The amount presently available for payment purposes and allotted to this contract is \$_____ to cover performance hereof through _____. From time-to-time additional funds will be allotted to the contract in accordance with contract clauses in Section I entitled "Limitation of Funds."

CLAUSES INCORPORATED BY FULL TEXT

AC 52.242-4003 – GOVERNMENT-CONTRACTOR RELATIONSHIPS (JUL 2004)

a. The Government and the contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee or master-servant relationships exist or will exist under the contract between the Government and the contractor and/or between the Government and the contractor's employees. It is therefore in the best interest of the Government to afford the parties a full and complete understanding of their respective obligations.

b. Contractor personnel under this contract shall not:

- (1) be placed in a position where they are appointed or employed by a Federal Officer, or are under the supervision, direction, or evaluation of a Federal Officer, Military or Civilian.
- (2) be placed in a staff or policy making position.
- (3) be placed in a position of command, supervision, administration or control over DA Military or Civilian personnel, or personnel of other contractors, or become a part of the Government organization.
- (4) be used for the purpose of avoiding manpower ceilings or other personnel rules and regulations of DA or the Civil Service Commission.
- (5) be used in administration or supervision of military procurement activities.

c. Employee Relationships:

- (1) The services to be performed under this contract do not require the contractor or its employees to exercise personal judgment and discretion on behalf of the Government, but rather the contractor's employees will act and exercise personal judgment and discretion on behalf of the contractor.
- (2) Rules, regulations, directions, and requirements which are issued by command authorities under their responsibility for good order, administration, and security are applicable to all personnel who enter the installation, or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control which is inconsistent with a non-personal services contract.

CONFLICTS OF INTEREST

H-1 CONFLICTS OF INTEREST

(H.1.1) PERSONAL CONFLICT OF INTEREST (PCI).

Since this PWS requires the contractor to provide support involving items developed by commercial firms, the contractor shall not employ any person whose employment under the contract could in any way result in a conflict of interest. The contractor shall not employ any person who is currently an employee of the Department of Army, military or civilian, to perform work under this contract if such employment would create a conflict of interest or be contrary to the policies contained in this PWS. In no event shall such personnel be utilized in a supervisory capacity in the performance of this contract. In addition, the contractor shall not offer a position to any current or former Department of Army employee, military or civilian, who has not first obtained the approvals required by DOD Directive 5500.7-R, Joint Ethics Regulation (JER), and implementing Army Regulations 24. The contractor shall not employ any person who is a family member of either current contractor employees or current ATEC employees (either military or civilian) without first providing personnel qualifications, supervisory chain, and proposed employment duration to the Contracting Officer for review and concurrence.

(H.1.2) ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

A. ATEC requires the Contractor to have the ability to conduct both developmental testing and operational testing without mitigation of potential OCIs. Title 10, US Code Section 2399 prohibits the involvement of a defense contractor in the operational test and evaluation of its own systems and equipment. Consequently, all parties must be particularly sensitive to potential, actual, or perceived organizational conflicts of interest where system contractors are, or appear to be, involved in the

operational testing and evaluation of their own equipment or systems, including involvement as a test support contractor. Such involvement is strictly prohibited. The Contractor acknowledges that it is familiar with Title 10 U.S.C. Section 2399 and FAR 9.5 and agrees that it will avoid conflicts of interest and, to the maximum extent possible, the appearance of conflict of interest, in accordance with the principles set forth in the statute and FAR. The contractor also acknowledges that statutory operational testing and evaluation conflicts of interest arising under Title 10 U.S.C. 2399 and Army Regulation 73-1, paragraphs 5-6, may not be mitigated or "firewalled" using the FAR 9.5 procedures.

B. The Contractor agrees, with respect to performance under this contract to abide by the following four (4) elements of Conflict of Interest provisions:

1. Proprietary Data Exclusions

a. If performance of work requires the contractor to obtain data from another firm that is considered proprietary, the contractor shall comply with DFAR 227.7103-7 and shall provide notification of the execution of a nondisclosure agreement to the Contracting Officer. The Contracting Officer does not require a copy of the nondisclosure agreement.

b. If performance of work requires the contractor to obtain proprietary data from another firm, the contractor shall not utilize that data outside the performance of this contract. The contractor shall not be enriched by the utilization of competitor proprietary data in supplying any systems or components thereof, either as a prime or subcontractor with the Government, to a prime contractor, or as any level of subcontractor.

c. For the purpose of this requirement, proprietary data does not include data which is (i) known to the receiving party at the time of disclosure, (ii) in the public domain, or (iii) disclosed to the Contractor from another source without violation of the agreement required by subparagraph (a) above.

2. Performance Exclusions, Present Efforts

a. The Contracting Officer may decline to issue a contract to the Contractor after making a determination that an organizational conflict of interest, or the appearance of an organizational conflict of interest exists. Failure by the Government to issue a requirement after such a determination is made is not considered a dispute under FAR 52.233-1 and is not subject to appeal by the Contractor.

b. If performance of any contract requires the contractor to supply technical support related to systems or projects with which the contractor is already directly concerned, either by prime or subcontract, with either another firm or the Government, including, and particularly, the cognizant DOD Program or Project Manager, the contractor shall so immediately inform the Contracting Officer. The contract may be withdrawn in writing at the discretion of the Contracting Officer without recourse by the contractor. Such withdrawal shall be final and not subject to the "Disputes" (FAR 52.233-1) clause of this contract.

c. Further to subparagraph b, above, the Contractor shall not undertake performance of any contract which requires it to supply technical support regarding such systems until the notice is given, and written consent to proceed is issued by the Contracting Officer.

d. Failure of the Contractor to provide the notice required by subparagraph b may result in contract termination. If the Contracting Officer is made aware that the contractor should have provided such notice and did not do so, the contract in question shall be withdrawn. Such withdrawal shall be final and not subject to the "Disputes" clause of this contract.

3. Performance Exclusions, Future Efforts

a. The Contractor shall not be eligible to supply to the Government any systems or components thereof which were the subject of analysis tasked for a period of two years, commencing with the date of final completion.

b. The above requirements shall be made part of any subcontract let by the Contractor for performance of this contract. The Contractor is responsible to ensure the compliance of its subcontractor with these requirements.

4. The above requirements apply equally to all subcontractors.

(End Clause)

PROVISIONS & CLAUSES

52.203–XX, Notice of Potential Organizational Conflict of Interest

(a) Definition. Organizational conflict of interest, as used in this provision, is defined in 52.203–ZZ, Disclosure of Organizational Conflict of Interest after Contract Award.

(b) Notice.

(1) The Contracting Officer has determined that the nature of the work to be performed in the contract resulting from this solicitation is such that it may give rise to organizational conflicts of interest (see subpart 3.12, Organizational Conflicts of Interest).

(2) The following contractors participated in the preparation of the statement of work or other requirements documents, including cost or budget estimates: [NONE]

(c) Proposal requirements.

(1) Assessment. Applying the principles of subpart 3.12, the offeror shall assess whether there is an organizational conflict of interest associated with the offer it plans to submit, including any potential subcontracts.

(2) Disclosure. The offeror shall—

- (i) Disclose all relevant information regarding any organizational conflicts of interest, including information about potential subcontracts; and
- (ii) Describe any relevant limitations on future contracting, the term of which has not yet expired, to which the offeror or potential subcontractor agreed.

(3) Representation. The offeror represents, by submission of its offer, that to the best of its knowledge and belief it has disclosed all relevant information regarding any organizational conflicts of interest as required in paragraph (c)(2) of this provision.

(4) To the extent that either the offeror or the Government identifies any organizational conflicts of interest on the current contract, the offeror shall explain the actions it intends to use to address such conflicts, e.g., by submitting a mitigation plan and/or accepting a limitation on future contracting.

(5) The Contracting Officer is the final authority in determining whether an organizational conflict of interest exists and whether the organizational conflict of interest

has been adequately addressed.

(d) Resultant contract.

(1) If the offeror submits an organizational conflict of interest mitigation plan, the resultant contract will include the Government-approved Mitigation Plan and a clause substantially the same as 52.203–YY, Mitigation of Organizational Conflicts of Interest.

(2) If the resolution of the organizational conflict of interest involves a limitation on future contracting, the resultant contract will include a clause substantially the same as 52.203–YZ, Limitation on Future Contracting.

(End of provision)

52.204–XY, Release of Pre-Award Information

(a) Definition. Nonpublic information, as used in this provision, means any Government or third-party information that—

(1) Is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) or otherwise protected from disclosure by statute, Executive order, or regulation; or

(2) Has not been disseminated to the general public, and the Government has not yet determined whether the information can or will be made available to the public.

(b) The Government may need to release some of the nonpublic information submitted by the offeror in connection with this solicitation. By submission of its offer, the offeror agrees that the Government may, in appropriate circumstances, release to its contractors, their subcontractors, and their individual employees, such nonpublic information, subject to the protections referenced at paragraph (d) of this provision.

(c) This provision does not affect the agency’s responsibilities under the Freedom of Information Act or the Procurement Integrity Act.

(d) To receive access to nonpublic information needed to assist in accomplishing agency functions, the contractor that will receive access to the information must be operating under a contract that contains the clause at 52.204– XX, Access to Nonpublic Information, which obligates the contractor to do the following:

(1) Utilize the nonpublic information only for the purposes of performing the services specified in this contract, and not for any other purposes;

(2) Safeguard nonpublic information from unauthorized use and disclosure;

(3) Limit access to the nonpublic information to only those persons who need it to perform services under this contract;

(4) Inform persons who may have access to nonpublic information about their obligations to utilize it only to perform the services specified in this contract and to safeguard that information from unauthorized use and disclosure;

(5) Obtain a signed nondisclosure agreement from each person who may have access to the nonpublic information; and

(6) Report to the Contracting Officer any violations of requirements (1) through (5) of

this paragraph as soon as the violation is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation, with follow-up reports of corrective actions taken as necessary.

(e) Paragraph (e) of the clause at 52.204–XX, Access to Nonpublic Information, included in the contract of the contractor with access to the nonpublic information provides that the third-party information owner may have the right to pursue third party beneficiary rights against the contractor with access to the information for breaches of the requirements of that clause.

(End of provision)

52.204–YZ, Unequal Access to Nonpublic Information

(a) Definition. Nonpublic information, as used in this provision, means any Government or third-party information that—

(1) Is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) or otherwise protected from disclosure by statute, Executive order, or regulation; or

(2) Has not been disseminated to the general public, and the Government has not yet determined whether the information can or will be made available to the public.

(b) Pre-proposal requirements. Applying the principles of 4.402, the offeror shall inform the Contracting Officer, prior to the submission of its offer, if it or any of its affiliates possesses any nonpublic information relevant to the current solicitation and provided by the Government, either directly or indirectly; the offeror should also advise the Contracting Officer of any actions that the offeror proposes to take to resolve the situation.

(c) Proposal requirements. If a firewall has been used to mitigate the impact of access to nonpublic information, the offeror represents, to the best of its knowledge and belief, that the firewall was implemented as agreed, and was not breached during the preparation of this offer; or, by checking this box [], that the firewall was not implemented or was breached, and additional explanatory information is attached.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.203–YY, Mitigation of Organizational Conflicts of Interest

(a) Definition. Organizational conflict of interest, as used in this clause, is defined in the clause 52.203–ZZ, Disclosure of Organizational Conflict of Interest after Contract Award.

(b) Mitigation plan. The Government approved Organizational Conflict of Interest Mitigation Plan (Mitigation Plan) and its obligations are hereby incorporated in the contract by reference.

(c) Changes.

(1) Either the Contractor or the Government may propose changes to the Mitigation Plan. Such changes are subject to the mutual agreement of the parties and will become effective only upon written approval of the revised Mitigation Plan by the Contracting Officer.

(2) The Contractor shall update the mitigation plan within 30 days of any changes to the legal construct of its organization, any subcontractor changes, or any significant management or ownership changes.

(d) Noncompliance.

(1) The Contractor shall report to the Contracting Officer any noncompliance with this clause or with the Mitigation Plan, whether by its own personnel or those of the Government or other contractors.

(2) The report shall describe the noncompliance and the actions the Contractor has taken or proposes to take to mitigate and avoid repetition of the noncompliance.

(3) After conducting such further inquiries and discussions as may be necessary, the Contracting Officer and the Contractor shall agree on appropriate corrective action, if any, or the Contracting Officer shall direct corrective action, subject to the terms of this contract.

(e) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (e), in subcontracts where the work includes or may include tasks related to the organizational conflict of interest. The terms “Contractor” and “Contracting Officer” shall be appropriately modified to reflect the change in parties.

(End of clause)

52.203–YZ, Limitation on Future Contracting

(a) Limitation. The Contractor and any of its affiliates, shall be ineligible to perform _____ [Contracting Officer to describe the work that the Contractor will be ineligible to perform] as a contractor or as a subcontractor for a period of _____. [**Contracting Officer to determine appropriate length of prohibition.**]

(b) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (b), in subcontracts where the work includes tasks which result in an organizational conflict of interest. The terms “Contractor” and “Contracting Officer” shall be appropriately modified to reflect the change in parties.

(End of clause)

52.203–ZZ, Disclosure of Organizational Conflict of Interest After Contract Award

(a) Definition. Organizational conflict of interest, as used in this clause, means a situation in which—

(1) A Government contract requires a contractor to exercise judgment to assist the Government in a matter (such as in drafting specifications or assessing another contractor’s proposal or performance) and the contractor or its affiliates have financial or other interests at stake in the matter, so that a reasonable person might have concern that when performing work under the contract, the contractor may be improperly influenced by its own interests rather than the best interests of the Government; or

(2) A contractor could have an unfair competitive advantage in an acquisition as a result of having performed work on a Government contract, under circumstances such as those described in paragraph (1) of this definition, that put the contractor in a position to influence the acquisition.

(b) If the Contractor identifies an organizational conflict of interest that was not previously addressed and for which a waiver has not been granted, or a change to any relevant facts relating to a previously identified organizational conflict of interest, the Contractor shall make a prompt and full disclosure in writing to the Contracting Officer. Organizational conflicts of interest that arise during performance of the contract, as well as newly discovered conflicts that existed before contract award, shall be disclosed. This disclosure shall include a description of—

(1) The organizational conflict of interest; and

(2) Actions to address the conflict that—

(i) The Contractor has taken or proposes to take; or

(ii) The Contractor recommends that the Government take.

(c) If, in compliance with this clause, the Contractor identifies and promptly reports an organizational conflict of interest that cannot be addressed in a manner acceptable to the Government, the Contracting Officer may terminate for the convenience of the Government—

(1) This contract, except as provided in paragraph (c)(2) of this clause;

(2) If this is a task- or delivery-order contract, the task or delivery order; or

(3) If this is a blanket purchase agreement, the blanket purchase agreement call.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts where the work includes or may include tasks that may create a potential for an organizational conflict of interest. The terms “Contractor” and “Contracting Officer” shall be appropriately modified to reflect the change in parties.

(End of clause)

52.204-XX, Access to Nonpublic Information

(a) Definition. Nonpublic information, as used in this clause, means any Government or third-party information that—

(1) Is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) or otherwise protected from disclosure by statute, Executive order, or regulation; or

(2) Has not been disseminated to the general public, and the Government has not yet determined whether the information can or will be made available to the public.

(b) Restrictions on use and disclosure of nonpublic information.

(1) The restrictions provided in this clause are intended to protect both the Government and third-party owners of nonpublic information from unauthorized use or disclosure of such information.

(i) The Contractor shall indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of any nonpublic information to which it is given access during performance of this contract.

(ii) Third-party owners of nonpublic information to which the Contractor may have access during performance of this contract are third-party beneficiaries with respect to the terms of this clause who, in addition to any other rights they may have, may have the right of direct action against the Contractor to seek damages from any violation of the terms of this clause or to otherwise enforce the terms of this clause.

(2) With regard to any nonpublic information to which the Contractor is given access in performance of this contract, whether the information comes from the Government or from third parties, the Contractor shall—

(i) Utilize the nonpublic information only for the purposes of performing the services specified in this contract, and not for any other purposes;

- (ii) Safeguard the nonpublic information from unauthorized use and disclosure;
- (iii) Limit access to the nonpublic information to only those persons who need it to perform services under this contract;
- (iv) Inform persons who may have access to nonpublic information about their obligations to utilize it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure;
- (v) Obtain a signed nondisclosure agreement, which at a minimum includes language substantially the same as that found in paragraph (b)(1) and (b)(2)(i) through (iv) of this clause, from each person who may have access to the nonpublic information;
- (vi) Provide a copy of any such nondisclosure agreement to the contracting officer upon request; and
- (vii) Report to the contracting officer any violations of requirements (i) through (vi) of this paragraph as soon as the violation is identified. This report shall include a description of the violation and the proposed actions to be taken by the contractor in response to the violation, with follow-up reports of corrective actions taken as necessary.

(3) If the Contractor receives information that is marked in a way that indicates the Contractor should not receive this information, the Contractor shall—

- (i) Notify the Contracting Officer;
- (ii) Use the information only in accordance with the instructions of the Contracting Officer; and provisions contained in this contract.

(c) Applicability.

(1) The obligations and prohibitions of paragraph (b) do not apply if the Contractor can demonstrate to the Contracting Officer that the information—

- (i) Was in the public domain at the time the information was accessed by the Contractor;
- (ii) Was published, after having been accessed by the Contractor, or otherwise becomes part of the public domain through no fault of the Contractor;
- (iii) Was lawfully in the Contractor's possession at the time the Contractor accessed it and was not acquired directly or indirectly—
 - (A) From the Government; or
 - (B) Under another Government contract;
- (iv) Was received by the Contractor from a party, other than the information owner, who has the authority to release the information and did not require the Contractor to hold it in confidence.
- (v) Is or becomes available, on an unrestricted basis in a lawful manner, to a third party from the information owner or someone acting under the control of the information owner;
- (vi) Is developed by or for the Contractor independently of the information received from the Government or the information owner and such independent development can be shown;
- (vii) Becomes available to the Contractor by wholly lawful inspection or analysis of products offered for sale by the information owner or someone acting under the information owner's control, or an authorized third-party reseller or distributor; or
- (viii) Is provided to a third party by the Contractor with the prior written approval of the information owner.

(2) The Contractor may release nonpublic information to which the Contractor is given access in performance of this contract to a third party pursuant to the lawful order or rules of a United States Court or Federal administrative tribunal or body of competent jurisdiction, provided that the Contractor gives to the information owner prior written notice of such obligation and the opportunity to oppose such disclosure. The Contractor shall provide a copy of the notice to the Contracting Officer at the same time as notice is given to the information owner.

(d) Other contractual restrictions on information. This clause is subordinate to all other contract clauses or requirements that specifically address the access, use, handling, or disclosure of information. If any restrictions or authorizations in this clause are inconsistent with a requirement of any other clause of this contract, the requirement of the other clause shall take precedence over the requirement of this clause.

(e) Remedies available to a third-party information owner. The Contractor's failure to comply with the requirements of this clause may provide grounds for independent legal action or other remedies available to a third-party information owner based on the protections of paragraph (b)(1) of this clause (third-party beneficiary).

(f) Subcontracts. The Contractor shall include this clause, including this paragraph (f), in subcontracts under which a subcontractor may have access to nonpublic information. The terms "contract," "contractor," and "contracting officer" shall be appropriately modified to preserve the Government's rights.

(End of clause)

Alternate I (Date). As prescribed in 4.401– 4(a)(2)(i), add the following paragraph (c)(3) to the basic clause:

(c)(3) The Contractor shall, if requested by the Contracting Officer—

(i) Negotiate and sign an agreement identical, in all material respects, to paragraphs (b)(2) and (c) of this clause, with each entity identified by the Contracting Officer that has provided the Government nonpublic information to which the Contractor must now have access to perform its obligations under this contract; and

(ii) Supply a copy of the executed agreement(s) to the Contracting Officer [within 30 days].

Alternate II (Date).

As prescribed in 4.401– 4(a)(2)(ii), add the following paragraph (c)(3) to the basic clause (if Alternate I is also used, redesignate the following paragraph as (c)(4)):

(c)(3) The Contractor shall, if requested by the Contracting Officer—

(i) Execute a Government-approved agreement with each entity identified by the Contracting Officer to whose facilities or nonpublic information the Contractor is given access; and

(ii) Supply a copy of the executed agreement(s) to the Contracting Officer.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JAN 2012
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.203-14	Display of Hotline Poster(s)	DEC 2007
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	AUG 2012
52.209-5	Certification Regarding Responsibility Matters	APR 2010
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.209-7	Information Regarding Responsibility Matters	FEB 2012
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	FEB 2012
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	MAY 2012
52.211-14	Notice Of Priority Rating For National Defense, Emergency Preparedness, and Energy Program Use	APR 2008
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-- Modifications	AUG 2011
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-7	Allowable Cost And Payment	JUN 2011
52.217-5	Evaluation Of Options	JUL 1990
52.219-8	Utilization of Small Business Concerns	JAN 2011
52.219-9 Alt II	Small Business Subcontracting Plan (JAN 2011) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999

52.219-28	Post-Award Small Business Program Representation	APR 2012
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-29	Notification Of Visa Denial	JUN 2003
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Act Of 1965	NOV 2007
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	JUL 2012
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	JUL 2012
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States	MAR 2008
52.225-25	Prohibition on Engaging in Sanctioned Activities Relating to Iran--Certification.	NOV 2011
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	MAY 2012
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	OCT 2010
52.232-18	Availability Of Funds	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25 Alt I	Prompt Payment (Oct 2008) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984

52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.244-2	Subcontracts	OCT 2010
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2010
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	OCT 2010
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.203-7003	Agency Office of the Inspector General	APR 2012
252.203-7004	Display of Fraud Hotline Poster	SEP 2011
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7006	Billing Instructions	OCT 2005
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.216-7004	Award Fee Reduction or Denial for Jeopardizing the Health or Safety of Government Personnel.	SEP 2011
252.216-7005	Award Fee	FEB 2011
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	AUG 2012
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.223-7002	Safety Precautions For Ammunition And Explosives	MAY 1994
252.223-7003	Changes In Place Of Performance--Ammunition And Explosives	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 2012
252.225-7001	Buy American And Balance Of Payments Program	JUN 2012
252.225-7002	Qualifying Country Sources As Subcontractors	JUN 2012
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2010
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	OCT 2010
252.225-7012	Preference For Certain Domestic Commodities	JUN 2012
252.225-7030	Restriction On Acquisition Of Carbon, Alloy, And Armor Steel Plate	DEC 2006
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	MAR 2006
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004

252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAR 2011
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	NOV 2010
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.242-7004	Material Management And Accounting System	MAY 2011
252.242-7005	Contractor Business Systems	FEB 2012
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JUN 2012
252.244-7001	Contractor Purchasing System Administration	JUN 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	APR 2012
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.251-7000	Ordering From Government Supply Sources	AUG 2012

CLAUSES INCORPORATED BY FULL TEXT

52.215-3 -- Request for Information or Solicitation for Planning Purposes (Oct 1997)

(a) The Government does not intend to award a contract on the basis of this solicitation or to otherwise pay for the information solicited except as an allowable cost under other contracts as provided in subsection 31.205-18, Bid and proposal costs, of the Federal Acquisition Regulation.

(b) Although “proposal” and “offeror” are used in this Request for Information, your response will be treated as information only. It shall not be used as a proposal.

(c) This solicitation is issued for the purpose of: *The acquisition strategy for the Mission (Test) Support Services requirement is currently in the review and approval process and this draft solicitation is being issued for industry review and comments. It is anticipated that this draft solicitation is close to being in its final format; however it is subject to change. Responses to this draft solicitation will not be provided to Offerors, but rather information will be considered in developing the formal RFP.*

(End of Provision)

52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the Head of Contracting Activity (HCA), Mission & Installation Contracting Command and shall not be binding until so approved.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.204-99 SYSTEM FOR AWARD MANAGEMENT REGISTRATION (DEVIATION) (AUG 2012)

(a) Definitions. As used in this clause—

“Central Contractor Registration (CCR) database” means the retired primary Government repository for Contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means—

(1) A code assigned by the Defense Logistics Agency (DLA) Logistics Information Service to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLA records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System+4 (DUNS+4) number” means the DUNS number means the number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

“Registered in the SAM database” means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the SAM database;

(2) The Contractor’s CAGE code is in the SAM database; and

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record “Active”. The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process.

“System for Award Management (SAM)” means the primary Government repository for prospective federal awardee information and the centralized Government system for certain contracting, grants, and other assistance related processes. It includes—

(1) Data collected from prospective federal awardees required for the conduct of business with the Government;

(2) Prospective contractor submitted annual representations and certifications in accordance with FAR Subpart 4.12; and

(3) The list of all parties suspended, proposed for debarment, debarred, declared ineligible, or excluded or disqualified under the non-procurement common rule by agencies, Government corporations, or by the Government Accountability Office.

(b)(1) The Contractor shall be registered in the SAM database prior to submitting an invoice and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The SAM registration shall be for the same name and address identified on the contract, with its associated CAGE code and DUNS or DUNS+4.

(3) If indicated by the Government during performance, registration in CCR may be required in lieu of SAM.

(c) If the Contractor does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) A contractor may obtain a DUNS number—

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The contractor should indicate that it is a contractor for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The Contractor should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) Reserved.
- (e) Processing time for registration in SAM, which normally takes five business days, should be taken into consideration when registering. Contractors who are not already registered should consider applying for registration at least two weeks prior to invoicing.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer sufficient documentation to support the legally changed name with a minimum of one business day's written notification of its intention to—
 - (A) Change the name in the SAM database;
 - (B) Comply with the requirements of subpart 42.12 of the FAR; and
 - (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i)(C) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (h) Contractors may obtain information on registration and annual confirmation requirements via the SAM accessed through <https://www.acquisition.gov> or by calling 866-606-8220, or 334-206-7828 for international calls.

(End of Clause)

52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2011)

- (a) Invoicing.
 - (1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.
 - (2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.
 - (3) The designated payment office will make interim payments for contract financing on the _____ (Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th") day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs. (1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made--

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates. (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General Organizational information and Executive compensation for the five most highly compensated executives. See 31.205-6(p). Additional salary reference information is available at http://www.whitehouse.gov/omb/procurement_index_exec_comp/.

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance

agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) Adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(4) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days prior to contract expiration.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 56 months.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29

CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class Monetary Wage-Fringe Benefits

A/C MAINT MECH	WG-10/2	\$23.77
ACCOUNTING CLERK II	GS-05/1	\$15.00
ADMINISTRATIVE ASSISTANT	GS-07/1	\$18.59
CAD OPERATOR	GS-09/1	\$22.74
CARPENTER	WG-09/2	\$22.32
COMPUTER PROG II	GS-09/1	\$22.74
COMPUTER PROG III	GS-11/1	\$27.51
ELEC TECH I	WG-08/2	\$20.93
ELEC TECH II	WG-09/2	\$22.32
ELEC TECH III	WG-10/2	\$23.77
ENG TECH I	GS-04/1	\$13.41
ENG TECH II	GS-05/1	\$15.00
ENG TECH III	GS-07/1	\$18.59
ENG TECH IV	GS-09/1	\$22.74
ENG TECH V	GS-11/1	\$27.51
ENG TECH VI	GS-12/1	\$32.97
FABRIC WORKER	WG-07/2	\$19.53
GENERAL CLERK II	GS-04/1	\$13.41
GENERAL CLERK III	GS-05/1	\$15.00
GENERAL MAINT WORKER	WG-08/2	\$20.93
GRAPHICS ARTIST	GS-09/1	\$22.74
HEAVY EQUIP OPERATOR	WG-10/2	\$23.77
HEAVY EQUIPMENT MECHANIC	WG-10/2	\$23.77
MACHINIST MAINT MECH	WG-10/2	\$23.77
MAINT TRADES HELPER	WG-05/2	\$16.96
MAINTENANCE ELECTRICIAN	WG-10/2	\$23.77
MAINTENANCE MACHINIST	WG-10/2	\$23.77
MATERIAL EXPEDITOR	WG-07/2	\$19.53
MATHEMATICAL TECHNICIAN	GS-09/1	\$22.74
MOBILE EQUIPMENT SERVICER	WG-06/2	\$18.20
ORDER FILLER I	GS-04/1	\$13.41
ORDNANCE TECH I	GS-09/1	\$22.74
ORDNANCE TECH II	GS-11/1	\$27.51
PERSONNEL ASSISTANT II	GS-05/1	\$15.00
PERSONNEL ASSISTANT III	GS-06/1	\$16.73
PHOTOGRAPHER I	GS-05/1	\$15.00
PHOTOGRAPHER II	GS-07/1	\$18.59
PHOTOGRAPHER III	GS-09/1	\$22.74
PHOTOGRAPHER IV	GS-11/1	\$27.51
PHOTO-OPTIC TECH	GS-09/1	\$22.74
SECRETARY III	GS-07/1	\$18.59
SUPPLY TECH	GS-07/1	\$18.59
SURVEY AIDE	GS-05/1	\$15.00
SURVEY PARTY CHIEF	GS-09/1	\$22.74
SURVEY TECH	GS-07/1	\$18.59
SYSTEMS ANALYST II	GS-11/1	\$27.51
TECHNICAL WRITER 1	GS-09/1	\$22.74

TECHNICAL WRITER II	GS-11/1	\$27.51
TEST VEHICLE OPERATOR I	WG-06/2	\$18.20
TEST VEHICLE OPERATOR II	WG-08/2	\$20.93
TIRE REPAIRER	WG-06/2	\$18.20
TRAVEL CLERK III	GS-07/1	\$18.59
WELDER	WG-10/2	\$23.77
WORD PROCESSOR II	GS-05/1	\$15.00
WORD PROCESSOR III	GS-06/1	\$16.73
AUTOMOTIVE WORKER	WG-08/2	\$20.93
BLOCKER BRACER	WG-08/2	\$20.93
COMPUTER OPERATOR IV	GS-09/1	\$22.74
DRAFTER II	GS-07/1	\$18.59
INSTRUMENTATION MECHANIC	WG-10/2	\$23.77
MAINTENANCE PAINTER	WG-09/2	\$22.32
ORDER CLERK II	GS-06/1	\$16.73
TRUCK DRIVER T/T	WG-08/2	\$20.93
TRUCK DRIVER, HEAVY	WG-08/2	\$20.93
TRUCK DRIVER, LIGHT	WG-06/2	\$18.20
AIRDROP INSPECTOR	GS-11/1	\$27.51
AIRDROP OFFICER	GS-12/1	\$32.97
DATABASE SPECIALIST	GS-07/1	\$18.59
FABRICATION COORDINATOR	GS-11/1	\$27.51
INFORMATION SPECIALIST	GS-09/1	\$22.74
OPERATIONS SUPERVISOR	GS-11/1	\$27.51
PARACHUTE RIGGER	WG-10/2	\$23.77
PRODUCTION SPECIALIST	GS-09/1	\$22.74
SECURITY OFFICER	GS-09/1	\$22.74
AUTOMOTIVE INSTR ENG III	GS-12/1	\$32.97
BRAC PROJECT MANAGER	GS-11/1	\$27.51
ENGINEER I	GS-05/1	\$15.00
ENGINEER II	GS-07/1	\$18.59
ENGINEER III	GS-09/1	\$22.74
ENGINEER IV	GS-11/1	\$27.51
ENGINEER VI	GS-13/1	\$39.21
ENVIRONMENTAL ENG SPECIALIST	GS-13/1	\$39.21
RANGE INSTRUMENTATION ENGINEER	GS-13/1	\$39.21
RF ENGINEER	GS-13/1	\$39.21
SENIOR ENGINEER	GS-13/1	\$39.21
SR SYSTEMS ANALYST	GS-13/1	\$39.21
SR. GIS ANALYST	GS-13/1	\$39.21
TELEMETRY INST ENGINEER	GS-13/1	\$39.21
TEST DATA ANALYST	GS-11/1	\$27.51
TEST OFFICER	GS-12/1	\$32.97
THREAT SPECIALIST	GS-11/1	\$27.51
ENGINEER V	GS-12/1	\$32.97
GIS ENGINEER	GS-12/1	\$32.97
SOFTWARE ENGINEER	GS-13/1	\$39.21
AIR TRAFFIC CONTROLLER I	GS-09/1	\$22.74
CABLE SPLICER	WG-08/2	\$20.93
COMPUTER OPERATOR III	GS-07/1	\$18.59
COMPUTER OPERATOR IV	GS-08/1	\$20.58
DRAFTER IV	GS-09/1	\$22.74
ELECTRONIC TECH I	WG-08/2	\$20.93
ELECTRONIC TECH II	WG-09/2	\$22.32

ELECTRONIC TECH III	WG-10/2	\$23.77
ELECTRONIC TECH V	GS-11/1	\$27.51
PERSONAL COMPUTER SUPPORT TECH	GS-09/1	\$22.74
PROGRAMMER II	GS-09/1	\$22.74
PROGRAMMER III	GS-11/1	\$27.51
SYSTEMS ANALYST I	GS-11/1	\$27.51
TECHNICAL WRITER II	GS-11/1	\$27.51
TELECOMMUNICATIONS MECHANIC II	WG-09/2	\$22.32
WAREHOUSE SPECIALIST	WG-05/2	\$16.96
WORD PROCESSOR II	GS-05/1	\$15.00
WORD PROCESSOR III	GS-06/1	\$16.73
ENGINEERING TECH VI	GS-12/1	\$32.97
PROGRAMMER I	GS-07/1	\$18.59
TELECOMMUNICATIONS MECHANIC I	WG-08/2	\$20.93
COMPUTER ANALYST I	GS-09/1	\$22.74
COMPUTER ANALYST II	GS-11/1	\$27.51
COMPUTER ANALYST III	GS-12/1	\$32.97
CONFIGURATION MANAGER	GS-11/1	\$27.51
NETWORK ENGINEER	GS-12/1	\$32.97
NETWORK MANAGER	GS-12/1	\$32.97
SYSTEMS ADMINISTRATOR	GS-12/1	\$32.97
TECHNICAL ENGINEER	GS-12/1	\$32.97
DATABASE ANALYST	GS-12/1	\$32.97

Employee Class (Alaska)	Monetary Wage-Fringe Benefits
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WAREHOUSE SPECIALIST	WG-07/2	\$25.52
TRUCK DRIVER T/T	WG-08/2	\$27.31
ENG TECH I	GS-04/1	\$14.65
ADMIN ASSISTANT	GS-07/1	\$20.30
CARPENTER	WG-09/2	\$29.09
HVY EQUIPMENT MECHANIC	WG-10/2	\$30.88
HVY EQUIP OPERATOR	WG-10/2	\$30.88
ELEC TECH III	WG-10/2	\$30.88
GENERAL MAINT WORKER	WG-08/2	\$27.31
PHOTO OPTIC TECH	GS-09/1	\$24.83
TECH WRITER	GS-09/1	\$24.83
ENGINEER II	GS-11/1	\$30.04

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.243-2 CHANGES--COST-REIMBURSEMENT (AUG 1987) - ALTERNATE II (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (i.e., hours of the day, days of the week, etc.).
- (3) Place of performance of the services.

(4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(5) Method of shipment or packing of supplies.

(6) Place of delivery.

(b) If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the contract accordingly.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(e) Notwithstanding the terms and conditions of paragraphs (a) and (b) above, the estimated cost of this contract and, if this contract is incrementally funded, the funds allotted for the performance of this contract, shall not be increased or considered to be increased except by specific written modification of the contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract. Until this modification is made, the Contractor shall not be obligated to continue performance or incur costs beyond the point established in the Limitation of Cost or Limitation of Funds clause of this contract.

(End of clause)

52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost Government property. If any or all of the Government property is lost or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause:

See Technical Exhibit - 3

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.acq.osd.mil/dpap/dars/about_dfarspgi.html

<http://farsite.hill.af.mil/Vffar1.htm>

(End of clause)

52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows:

252.211-7003 ITEM IDENTIFICATION AND VALUATION (JUN 2011)

(a) Definitions. As used in this clause'

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
- (2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and
- (3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise (e.g., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <http://www.nen.nl/web/Normen-ontwikkelen/ISOIEC-15459-Issuing-Agency-Codes.htm>.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(i) All delivered items for which the Government's unit acquisition cost is \$5,000 or more.

(ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

Contract line, subline, or exhibit line item No.	Item description
N/A	

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number ----.

(2) The unique item identifier and the component data elements of the DoD unique item identification shall not change over the life of the item.

(3) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology--Transfer Syntax for High Capacity Automatic Data Capture Media.

(4) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html.

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which unique item identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s).

(End of clause)

252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY (AUG 2012)

(a) Definitions. As used in this clause—

“Commercial and Government entity (CAGE) code” means—

(i) A code assigned by the Defense Logistics Agency Logistics Information Service to identify a commercial or Government entity; or

(ii) A code assigned by a member of the North Atlantic Treaty Organization that the Defense Logistics Agency Logistics Information Service records and maintains in the CAGE master file. The type of code is known as an “NCAGE code.”

“Contractor-acquired property” has the meaning given in FAR clause 52.245-1. Upon acceptance by the Government, contractor-acquired property becomes Government-furnished property.

“Government-furnished property” has the meaning given in FAR clause 52.245-1.

“Item unique identification (IUID)” means a system of assigning, reporting, and marking DoD property with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items.

“IUID Registry” means the DoD data repository that receives input from both industry and Government sources and provides storage of, and access to, data that identifies and describes tangible Government personal property. The IUID Registry is—

(i) The authoritative source of Government unit acquisition cost for items with unique item identification (see DFARS 252.211-7003) that were acquired after January 1, 2004;

(ii) The master data source for Government-furnished property; and

(iii) An authoritative source for establishing the acquisition cost of end-item equipment.

``National stock number (NSN)" means a 13-digit stock number used to identify items of supply. It consists of a four-digit Federal Supply Code and a nine-digit National Item Identification Number.

``Nomenclature" means—

(i) The combination of a Government-assigned type designation and an approved item name;

(ii) Names assigned to kinds and groups of products; or

(iii) Formal designations assigned to products by customer or supplier (such as model number or model type, design differentiation, or specific design series or configuration).

``Part or identifying number (PIN)" means the identifier assigned by the original design activity, or by the controlling nationally recognized standard, that uniquely identifies (relative to that design activity) a specific item.

``Reparable" means an item, typically in unserviceable condition, furnished to the Contractor for maintenance, repair, modification, or overhaul.

``Serially managed item" means an item designated by DoD to be uniquely tracked, controlled, or managed in maintenance, repair, and/or supply systems by means of its serial number.

``Supply condition code" means a classification of materiel in terms of readiness for issue and use or to identify action underway to change the status of materiel (see <http://www.dtic.mil/whs/directives/corres/pdf/400025m.pdf>).

``Unique item identifier (UII)" means a set of data elements permanently marked on an item that is globally unique and unambiguous and never changes, in order to provide traceability of the item throughout its total life cycle. The term includes a concatenated UII or a DoD recognized unique identification equivalent.

``Unit acquisition cost" has the meaning given in FAR clause 52.245-1.

(b) Reporting Government-furnished property to the IUID Registry. Except as provided in paragraph (c) of this clause, the Contractor shall report, in accordance with paragraph (f), Government-furnished property to the IUID Registry as follows:--

(1) Up to and including December 31, 2013, report serially managed Government-furnished property with a unit-acquisition cost of \$5,000 or greater.

(2) Beginning January 1, 2014, report—

(i) All serially managed Government-furnished property, regardless of unit-acquisition cost; and

(ii) Contractor receipt of non-serially managed items. Unless tracked as an individual item, the Contractor shall report non-serially managed items to the Registry in the same unit of packaging, e.g., original manufacturer's package, box, or container, as it was received.

(c) Exceptions. Paragraph (b) of this clause does not apply to—

- (1) Contractor-acquired property;
- (2) Property under any statutory leasing authority;
- (3) Property to which the Government has acquired a lien or title solely because of partial, advance, progress, or performance-based payments;
- (4) Intellectual property or software;
- (5) Real property; or
- (6) Property released for work in process.

(d) Data for reporting to the IUID Registry. To permit reporting of Government-furnished property to the IUID Registry, the Contractor's property management system shall enable the following data elements in addition to those required by paragraph (f)(1)(iii)(A)(1) through (3), (5), (7), (8), and (10) of the Government Property clause of this contract (FAR 52.245-1):

- (1) Received/Sent (shipped) date.
- (2) Status code.
- (3) Accountable Government contract number.
- (4) Commercial and Government Entity (CAGE) code on the accountable Government contract.
- (5) Mark record.
 - (i) Bagged or tagged code (for items too small to individually tag or mark).
 - (ii) Contents (the type of information recorded on the item, e.g., item internal control number).
 - (iii) Effective date (date the mark is applied).
 - (iv) Added or removed code/flag.
 - (v) Marker code (designates which code is used in the marker identifier, e.g., D=CAGE, UN=DUNS, LD=DODAAC).
 - (vi) Marker identifier, e.g., Contractor's CAGE code or DUNS number.
 - (vii) Medium code; how the data is recorded, e.g., barcode, contact memory button.
 - (viii) Value, e.g., actual text or data string that is recorded in its human-readable form.
 - (ix) Set (used to group marks when multiple sets exist).
- (6) Appropriate supply condition code, required only for reporting of reparables, per Appendix 2 of DoD 4000.25-2-M, Military Standard Transaction Reporting and Accounting Procedures manual (<http://www.dtic.mil/whs/directives/corres/pdf/400025m.pdf>).
- (e) When Government-furnished property is in the possession of subcontractors, Contractors shall ensure that reporting is

accomplished using the data elements required in paragraph (d) of this clause.

(f) Procedures for reporting of Government-furnished property. Except as provided in paragraph (c) of this clause, the Contractor shall establish and report to the IUID Registry the information required by FAR clause 52.245-1, paragraphs (e) and (f)(1)(iii), in accordance with the data submission procedures at http://www.acq.osd.mil/dpap/pdi/iuid/data_submission_information.html.

(g) Procedures for updating the IUID Registry.

(1) Except as provided in paragraph (g)(2), the Contractor shall update the IUID Registry at <https://bpn.gov/iuid> for changes in status, mark, custody, condition code (for reparables only), or disposition of items that are—

(i) Received by the Contractor;

(ii) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor;

(iii) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract as determined by the Government property administrator, including reasonable inventory adjustments;

(iv) Disposed of; or

(v) Transferred to a follow-on or other contract.

(2) The Contractor need not report to the IUID Registry those transactions reported or to be reported to the following DCMA etools:

(i) Plant Clearance Automated Reutilization and Screening System (PCARSS); or

(ii) Lost, Theft, Damaged or Destroyed (LTDD) system.

(3) The contractor shall update the IUID Registry as transactions occur or as otherwise stated in the Contractor's property management procedure.

(End of clause)

252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (JUN 2011)

(a) Definitions. As used in this clause--Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

Designated operational area means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

Law of war means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

Subordinate joint force commander means a sub-unified commander or joint task force commander.

(b) General.

(1) This clause applies when Contractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in--

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(iii) Other military operations or military exercises, when designated by the Combatant Commander.

(2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians accompanying the U.S. Armed Forces.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in their contract or with their job description and terms of employment.

(iii) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support. (1)(i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because--

(A) The Contractor cannot obtain effective security services;

(B) Effective security services are unavailable at a reasonable cost; or

(C) Threat conditions necessitate security through military means.

(ii) The Contracting Officer shall include in the contract the level of protection to be provided to Contractor personnel.

(iii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, all Contractor personnel authorized to accompany the U.S. Armed Forces in the designated operational area are authorized to receive resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the designated operational area under this contract.

(4) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the designated operational area. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract.

(d) Compliance with laws and regulations. (1) The Contractor shall comply with, and shall ensure that its personnel authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable--

(i) United States, host country, and third country national laws;

(ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;

(iii) United States regulations, directives, instructions, policies, and procedures; and

(iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(3) The Contractor shall ensure that contractor employees accompanying U.S. Armed Forces are aware--

(i) Of the DoD definition of "sexual assault" in DoDD 6495.01, Sexual Assault Prevention and Response Program;

(ii) That many of the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause); and

(iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).

(e) Pre-deployment requirements.

(1) The Contractor shall ensure that the following requirements are met prior to deploying personnel authorized to accompany U.S. Armed Forces. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

(i) All required security and background checks are complete and acceptable.

(ii) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated operational area and have a Geneva Conventions identification card, or other appropriate DoD identity

credential, from the deployment center. Any Common Access Card issued to deploying personnel shall contain the access permissions allowed by the letter of authorization issued in accordance with paragraph (c)(4) of this clause.

(iv) Special area, country, and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.

(v) All personnel have received personal security training. At a minimum, the training shall--

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all Contractor personnel authorized to accompany U.S. Armed Forces deployed outside the United States. The basic training will be provided through--

(1) A military-run training center; or

(2) A Web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that--

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

(iv) In time of declared war or a contingency operation, Contractor personnel authorized to accompany U.S. Armed Forces in the field are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(f) Processing and departure points. Deployed Contractor personnel shall--

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific designated operational area entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) Personnel data.

(1) The Contractor shall enter before deployment and maintain data for all Contractor personnel that are authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause. The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system, at <http://www.dod.mil/bta/products/spot.html>, to enter and maintain the data.

(2) The Contractor shall ensure that all employees in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive this data card.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer upon request. The plan shall--

(i) Identify all personnel who are subject to military mobilization;

(ii) Detail how the position would be filled if the individual were mobilized; and

(iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(3) Contractor personnel shall report to the Combatant Commander or a designee, or through other channels such as the military police, a judge advocate, or an inspector general, any suspected or alleged conduct for which there is credible information that such conduct--

(i) Constitutes violation of the law of war; or

(ii) Occurred during any other military operations and would constitute a violation of the law of war if it occurred during an armed conflict.

(i) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must--

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the designated operational area be authorized to carry weapons, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, paragraph 6.3.4.1 or, if the contract is for security services, paragraph 6.3.5.3. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons--

(i) The Contracting Officer may authorize the Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The (Contracting Officer to specify the appropriate individual, e.g., Contracting Officer's Representative, Regional Security Officer) may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons--

(i) Are adequately trained to carry and use them--

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the designated operational area.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the designated operational area whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) Evacuation.

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

(o) Mortuary affairs. Mortuary affairs for Contractor personnel who die while accompanying the U.S. Armed Forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in--

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or

(3) Other military operations or military exercises, when designated by the Combatant Commander.

(End of clause)

252.247-7023 Transportation of Supplies by Sea (MAY 2002)

(a) Definitions. As used in this clause --

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, material man, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any

other clause of this contract. Requests shall contain at a minimum --

- (1) Type, weight, and cube of cargo;
 - (2) Required shipping date;
 - (3) Special handling and discharge requirements;
 - (4) Loading and discharge points;
 - (5) Name of shipper and consignee;
 - (6) Prime contract number; and
 - (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:
- (1) Prime contract number;
 - (2) Name of vessel;
 - (3) Vessel flag of registry;
 - (4) Date of loading;
 - (5) Port of loading;
 - (6) Port of final discharge;
 - (7) Description of commodity;
 - (8) Gross weight in pounds and cubic feet if available;
 - (9) Total ocean freight in U.S. dollars; and
 - (10) Name of the steamship company.
- (f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--
- (1) No ocean transportation was used in the performance of this contract;
 - (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
 - (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
 - (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the

written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL		

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

5152.239-4000 GOVERNMENT SPONSORSHIP OF CONTRACTOR OWNED SERVERS (JUN 2009)
(LOCAL CLAUSE)

Regarding the use of Department of the Army facilities for the server(s) and any associated equipment used for operating and maintaining FINLOG software, (company) shall indemnify, save and hold harmless the Government, and its officers, agents and employees acting for the Government, against all actions or claims for loss of or damage to the server(s) and equipment arising out of, or incidental to, the possession or use of the facilities, resulting from the fault, negligence, or wrongful act or omission of the Government and its officers, agents and employees. This agreement shall apply not only to damage occasioned by the fault, negligence, or wrongful act or omission of the Government and its officers, agents and employees, but also to loss or damage caused by fire suppression activities, loss or fluctuation of electrical power and the like, or any other act of man or force of nature. (Company) shall provide and maintain insurance covering the liabilities under this clause. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the interests of the Government shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe or (2) until 30 days after written notice to the Contracting Officer, whichever period is longer. The policies shall exclude any claim by the insurer for subrogation against the Government by reason of any payment under the policies. The contract price shall not include any costs for insurance or contingency to cover losses or damage for which the Government is responsible under this clause.

(End of Clause)

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENTS & TECH EXHIBITS

Attachment 1 – Performance Work Statement (PWS)

PWS Technical Exhibits:

- TE-1 PRS - Summary Level Elements
 - TE-2 Award Fee Criteria
 - TE-3 Government-Furnished Property List
 - TE-4 PWS Functional Area Status/Government Furnished Facilities List
 - TE-5 Government Furnished Vehicle List
 - TE-6 SOP for Work Authorization Orders (WAO's)
 - TE-7 Left Blank Intentionally
 - TE-8 Theater Support
 - TE-9 DD254
 - TE-10 Index Workload History
 - TE -10 Item 1 Number of Tests per Year per Test Center
 - TE -10 Item 2 Major Test Programs Supported
 - TE -10 Item 3 Average Percentage of Workload by Commodity
 - TE -10 Item 4 Staffing Level by Functional Area (excl Management Staff)
 - TE -10 Item 5 Productive Hours Worked by Functional Area (excl Management Staff)
 - TE -10 Item 6 Current Manning Level
 - TE -10 Item 7 Listing of all Labor Categories (SCA and professional, excl Management) with Current Average Wage Rates by Labor Category, Current AWD Rate, Productive and Overtime Hours Worked and FTE's
 - TE-11 Required Plans & Reports
- Attachment 2 – AZ - Service Contract Act (SCA) Wage Determination No. 2005-2028 Rev. 15
- Attachment 3 – AK - SCA Wage Determination No. 2005-2018 Rev. 17
- Attachment 4 – Past Performance Specific Relevant Contract Reference Sheet
- Attachment 5 – Sample Consent Letter
- Attachment 6 – Past Performance Questionnaire

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

252.204-7007 Alternate A, Annual Representations and Certifications JUL 2012

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541330.

(2) The small business size standard is \$35.5 Mil.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

() Paragraph (d) applies.

() Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2011) (E.O. 13423) (Applies to services performed on Federal facilities).

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran--Representation and Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

(Contracting Officer check as appropriate.)

(i) 52.219-22, Small Disadvantaged Business Status.

(A) Basic.

(B) Alternate I.

(ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

(iv) 52.222-52, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

(v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA--Designated Products (Alternate I only).

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations

and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN--
CERTIFICATION (AUG 2009)

(a) Definitions. As used in this provision--

Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Marginalized populations of Sudan means--

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
- (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

(b) Certification. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(End of provision)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (MAY 2012)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$700,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official
Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

() The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

YES NO

(End of provision)

52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES (APR 2005)

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

Yes No

If the offeror checked "Yes" above, the offeror shall--

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

SECTION L**Instructions, Conditions, and Notices to Offerors****L-I - Solicitation Provisions Incorporated by Reference**

NOTICE: Pursuant to Federal Acquisition Regulation (FAR) 52.252-1, "SOLICITATION PROVISIONS INCORPORATED BY REFERENCE," the following provisions are incorporated herein by reference:

A. SOLICITATION PROVISIONS:

PARAGRAPH	TITLE	DATE
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data	OCT 2010
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993

L-II - Solicitation Provisions in Full Text

NOTICE: The following provisions are hereby incorporated in full text:

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a single Cost Plus Award Fee (CPAF) contract resulting from this solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Mission & Installation Contracting – YPG (CCMI-CHD-YP), 301 C Street, Bldg 2364, Yuma AZ 85365-9498.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is

cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/Vffar1.htm>

DFARS and PGI: http://www.acq.osd.mil/dpap/dars/about_dfarspgi.html

(End of provision)

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

AC 5152.216-4003 NOTICE – ADEQUACY OF ACCOUNTING SYSTEM (NOV 2006)

The contract awarded as a result of this solicitation will be a Cost Plus Award Fee (CPAF) type. The successful offeror is required by FAR 16.301-3 to have adequate accounting system. The adequacy of a contractor's accounting system is determined in a review performed by the cognizant Defense Contract Audit Agency.

5152.244-4000 NOTICE FOR ABILITYONE SUBCONTRACTING GOAL CREDIT (MAY 2010) (LOCAL CLAUSE)

In accordance with Public Law 102-396, AbilityOne organizations will be afforded the maximum practical opportunity to participate as subcontractors and suppliers in the performance of this contract.

As prescribed by 10 U.S.C. 2410d and Section 9077 of Public Law 102-396, and in accordance with DFARS 219.703, Eligibility requirements for participating in the program, offerors may receive credit towards the small business subcontracting goal for subcontracts placed with qualified non-profit agencies participating in the AbilityOne Program. AbilityOne organizations are qualified non-profit agencies for the blind and other severely disabled that are approved by the Committee for Purchase from People Who Are Blind or Severely Disabled under the Javits-Wagner-O'Day Act (41 U.S.C. 46-48).

For additional information on Ability One's program and products see <http://www.abilityone.gov/index.html>. For additional information on DOD activities in support of AbilityOne see http://www.acq.osd.mil/dpap/cpic/cp/abilityone_program.html.

L-III – PROPOSAL PREPARATION INSTRUCTIONS

A. Proposal Submittal and Inquiries.

This acquisition will be conducted using a two-phase process. **Phase I** will be an evaluation of Organizational Conflict of Interest (OCI). **Phase II** will be an evaluation of the Mission Capability, Past Performance, Small Business Participation and Cost proposals.

A. PHASE I – OCI

BACKGROUND: An absolute requirement of this solicitation is freedom from an OCI that could impact impartiality of the contractor. ATEC is concerned with both actual and potential conflicts of interest.

SUBMISSION:

1. OCI proposals shall be submitted electronically no later than _____. Offerors shall submit their Phase I OCI proposals electronically by emailing them to the Contract Specialist at: tejae.craig.civ@mail.mil. When electronic submittal is not possible due to file size limitations, offerors may submit two hard copies of their Phase I OCI proposal to the following address:

a. Proposals **mailed or sent via Commercial Carrier (e.g. FedEx)** shall use the following address:

Mission and Installation Contracting Command (MICC)
U.S. Army Yuma Proving Ground
CCMI-CHD-YP
301 C Street, Bldg 2364, Room 101
Solicitation No. W9124R-13-R-0001
Yuma, AZ 85365-9498

b. Proposals **hand carried** shall be delivered to the following address:

Mission and Installation Contracting Command (MICC)
U.S. Army Yuma Proving Ground
CCMI-CHD-YP
Ocotillo Street, Bldg 2364, Room 101
Solicitation No. W9124R-13-R-0001
Yuma, AZ 85365-9498

2. The point of contact responsible for supplying additional information and answering all inquiries is the Contracting Officer via the Contract Specialist. Address all questions or concerns the offeror may have to the Contract Specialist, Ms. Tejae Craig, and Contracting Officer, Mrs. R. Colette Carrizales. All questions regarding this solicitation shall be submitted in writing via email (email is the preferred method) or FAX to:

Tejae Craig, tejae.craig.civ@mail.mil

or

R. Colette Carrizales, colette.c.carrizales.civ@mail.mil

Fax number: (928) 328-6534

3. Phase I Proposal:

a. The offeror and each of its planned subcontractors must describe any work performed on Government contracts that would create a potential or actual OCI, and where warranted, attach an OCI mitigation plan for avoidance which addresses each actual or potential OCI.

OCI proposals shall include the following:

- Details of the Offeror and Proposed Subcontractors
- Involvement in any DoD System development or support of a system development contractor as either a “Prime” or a “Sub”
- OCI mitigation plan which addresses each actual or potential OCI
- Rationale (with supporting documentation) for why cited development work does not create an OCI
- Provide company’s latest annual report to stockholders

b. Phase I submissions shall be limited to no more than 50 pages. If the page limits are exceeded, the pages in excess of the limit shall be removed and returned, unread, to the offeror. Submissions not received by the deadline of [need to insert date] MST, will be handled as a Late Proposal subject to the rules in subparagraph c of FAR 52.215-1 Instructions to Offerors – Competitive Acquisition. Any information including OCI explanations received after the closing date will be a late proposal and will not be considered.

*** PHASE I SUBMISSION REPRESENTS CERTIFICATION BY OFFEROR THAT INFORMATION PROVIDED IS CURRENT AND ACCURATE.**

B. PHASE II – MISSION CAPABILITY (TECHNICAL), PAST PERFORMANCE, SMALL BUSINESS PARTICIPATION, AND COST

1. The Phase II submission will consist of both written and oral proposals.

a. Phase II proposals shall be submitted no later than the date and time specified in the “Notice to Proceed to Phase II.”

i. Proposals **mailed or sent via Commercial Carrier (e.g. FedEx)** shall use the following address:

Mission and Installation Contracting Command (MICC)
Installation Contracting Office (ICO)
U.S. Army Yuma Proving Ground
CCMI-CHD-YP
301 C Street, Bldg 2364, Room 101
Solicitation No. W9124R-13-R-0001
Yuma, AZ 85365-9498

ii. Proposals **hand carried** shall be delivered to the following address:

Mission and Installation Contracting Command (MICC)
Installation Contracting Office (ICO)
U.S. Army Yuma Proving Ground
CCMI-CHD-YP
Ocotillo Street, Bldg 2364, Room 101
Solicitation No. W9124R-13-R-0001
Yuma, AZ 85365-9498

b. Electronic submissions via email or fax will not be accepted.

c. The point of contact responsible for supplying additional information and answering all inquiries is the Contracting Officer via the Contract Specialist. Address all questions or concerns you may have to Tejae Craig, Contract Specialist and R. Colette Carrizales, Contracting Officer. All questions regarding this solicitation shall be submitted in writing via email (email is the preferred method) or FAX to:

Tejae Craig, tejae.craig.civ@mail.mil
or
R. Colette Carrizales, colette.c.carrizales.civ@mail.mil
Fax number: (928) 328-6534

C. General Instructions

1. The selection of a source for award purposes will be conducted utilizing source selection (negotiated) procedures as delineated in FAR Part 15.3. Offers will be evaluated using the criteria under Section M, "Evaluation Factors for Award." Noncompliance with the Request for Proposal (RFP) requirements may hamper the Government's ability to properly evaluate the proposal and may result in elimination of the proposal from further consideration for contract award.

2. The Offer. The submission of the documentation specified below will constitute the offeror's acceptance of the terms and conditions of the RFP, concurrence with the Performance Work Statement, and the proposed contract type.

3. It is the Government's intention to award **without** discussions. Offerors are encouraged to present their best mission capability proposal and prices in their initial proposal submission. However, IAW FAR Part 15.306, should discussions become necessary, the Government reserves the right to hold them. If this occurs, a competitive range will be determined and offerors notified. The competitive range may be limited for purposes of efficiency IAW FAR Part 15.306 (c)(2).

4. These instructions prescribe the format for the proposal and describe the approach for the development and presentation of proposal data. These instructions are designed to ensure the submission of necessary information to provide for the understanding and comprehensive evaluation of proposals.

5. If an offeror believes that the requirements in these instructions contain an error, an ambiguity, omission, or are otherwise unsound, the offeror shall immediately notify the KO in writing with supporting rationale. The offeror is reminded that the Government reserves the right to award this effort based on the initial proposal, as received, without discussion.

6. In accordance with FAR Subpart 4.8 (Government Contract Files), the Government will retain one copy of all unsuccessful proposals. Unless the offeror requests otherwise, the Government will destroy extra copies of such unsuccessful proposals.

7. All referenced documents for this solicitation are available on the Federal Business Opportunities (FedBizOpps) web site at <http://www.fedbizopps.gov>. Potential offerors are encouraged to subscribe for real-time e-mail notifications when information has been posted to the website for this solicitation.

8. Debriefings. The KO will promptly notify offerors of any decision to exclude them from the competitive range, whereupon they may request and receive a debriefing in accordance with FAR 15.505. The KO will notify unsuccessful offerors in the competitive range of the source selection decision in accordance with FAR 15.506. Upon such notification, unsuccessful offerors may request and receive a debriefing. Offerors desiring debriefing must make their request in accordance with the requirements of FAR 15.505 or 15.506, as applicable.

D. Proposal Preparation Instructions

1. Offerer's proposal shall consist of four (4) separate volumes: Mission Capability, Past Performance, Small Business Participation Proposal and Cost.

2. Proposal Format

(a) Offerors shall submit an original and the number of copies listed in paragraph (c) below of their proposal.

(b) Exceptions. Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors or subfactors (Sections A through M). Failure to meet a requirement may result in an offer being ineligible for award. If the offeror finds it necessary to take exception to any of the requirements specified in this solicitation, the offeror shall clearly identify the applicable Volume and exceptions with a complete explanation of why the exception was taken, what benefit accrues to the Government (if any), and its impact, if any, on the performance, schedule, cost, and specific requirements of the solicitation. Each exception shall be specifically related to each paragraph and/or specific part of the solicitation to which the exception is taken. ***Offerors are cautioned that taking an exception may render the offer ineligible for award. It is recommended that the Offeror contact the Contracting Officer immediately/prior to solicitation closing upon identifying an area that may result in an exception.*** This information shall be provided in the format below.

Solicitation Exceptions

Solicitation Document	Page/ Paragraph	Requirement/ Portion	Rationale & Impact
<i>Section B, PWS/SOO/ SOW, Section L&M, etc.</i>	<i>Applicable Page and Paragraph Numbers</i>	<i>Identify the requirement or portion to which exception is taken</i>	<i>Describe The rationale and impact of the exception</i>

(c) The proposals shall be organized into four (4) volumes. Each volume of the proposal shall be separately bound in a three-ring loose leaf binder which shall permit the volume to lie flat when open. A cover sheet shall be bound in each book, clearly marked as to volume number, title, copy number, solicitation identification and the offeror's name. The same identifying data shall be placed on the spine of each binder. All text shall be single spaced and printed black on white paper (Black and white requirement does not apply to graphics, photos, etc., Company stationary and logo's are acceptable). Printing shall be easily readable (12-pitch type or 10 point proportional spacing.) Cross-references should be utilized to preclude unnecessary duplication of data between sections. In addition to submitting hard copies of the proposals, digital copies shall be provided on CD-ROM disk in Microsoft Word, PowerPoint and/or Excel. File names to be "Company Name – Initial" for the first submission. File name of later submissions (if necessary), shall be "Company Name – Revision X" with X indicating the number of the revision. Page limitations are as follows:

VOLUME	TITLE	NO. HARD COPIES	NO. OF DIGITAL COPIES (CD ROM)	PAGE LIMITS
I	Mission Capability			
	(a) Oral Presentation (slides)	An original and twenty copies	Four	Unlimited – 3 hour time limit
	(b) Key personnel positions/Job Qualification Standards and Expertise Matrix (written submission)	An original and fifteen copies	Four	100 pages
II	Past Performance	An original and four copies	Four	No page limitation

III	Small Business Participation Proposal	An original and three copies	Three	No page limitation
IV	Cost	An original and four copies	Four	No page limitation

(d) Proposal Limitation. The proposal shall not exceed the limits stated above. If the page limits are exceeded, the pages in excess of the limit shall be removed and returned, unread, to the offeror. The Government will not accept any changes to the contractor's proposal after the closing date of the solicitation (See FAR 15.208 for further information regarding late proposals). If discussions become necessary, page limitations may be placed on responses to Evaluation Notice (ENs). The specified page limits for EN responses will be identified in the letters forwarding the ENs to the offerors.

(e) Page Limit Includes: All appendices, charts, graphs, diagrams, tables, photographs, drawings, etc.

(f) Page Limit does not include covers for volumes, tables of contents, glossary of abbreviations and acronyms, indices, title pages, cross reference indices, and section dividers/tables if they are inserted solely to provide ease to the reader in locating parts/sections of the proposal. Pages will be counted if they contain any other information, i.e., diagrams, extraneous data, etc. Pages marked "This page intentionally left blank" will not be counted.

(g) What Counts As A Page? A page shall be an 8 ½ X 11" sheet of paper. When both sides of a sheet display printed material, it shall be counted as two pages. Letter size and spacing requirements for illustrations and tables can be at the discretion of the offeror but must be easily readable. Fold-outs will be counted as the appropriate number of pages based on an 8 ½ X 11" sheet of paper. Use at least 1 inch margins on the top and bottom and 3/4 inch side margins. The Contractor shall number each page in order to eliminate any confusion. In the event contractor creates an ambiguity in their numbering of pages, the Government may exercise its own discretion in counting pages.

(h) Indexing. Each volume shall contain a detailed table of contents to delineate the subparagraphs within that volume. Tab indexing shall be used to identify sections.

(i) Glossary of Abbreviations and Acronyms. Each volume shall contain a glossary of all abbreviations and acronyms used, with an definition for each.

3. Proposal Content

(a) **Volume I** - Mission Capability Volume

(1) The Mission Capability Volume shall be clear, concise, and include sufficient detail for effective evaluation and for substantiating the validity of stated claims in the Offeror's proposal. Legibility, clarity and coherence are very important. Your responses will be evaluated against the Mission Capability subfactors defined in Section M, Evaluation Factors for Award. The proposal should not simply rephrase or restate the Government's requirements, but rather shall provide convincing rationale to address how the offeror intends to meet these requirements. Statements that the offeror understands, can, or will comply with the PWS (including referenced publications, technical data, etc.); statements paraphrasing the PWS or parts thereof (including applicable publications, technical data, etc.); and phrases such as "standard procedures will be employed" or "well known techniques will be used," etc., will be considered unacceptable. Offerors shall assume that the Government has no prior knowledge of their facilities and expertise, and will base its evaluation on the information presented in the offeror's proposal. Elaborate brochures or documentation, binding, detailed art work, or other embellishments are unnecessary and are not desired. Similarly, for oral presentations, elaborate productions are unnecessary and not desired.

(2) Offerors are required to address the Mission Capability factor through a combination of a limited written proposal and an oral presentation. Offerors are required to provide hard copies of their oral

presentation briefings with their initial limited written Mission Capability submission. Each sub-factor below provides instructions for oral and/or written submissions.

The oral submission shall be organized according to the following general outline:

TAB 1 – Executive Summary. The Offeror shall provide an Executive Summary of its oral submission, which shall provide an overview of the proposal and is to be used as an aide in understanding the organization, content and interrelationship of the proposed material.

TAB 2– Management and Organization. Offerors shall propose their Strategic Performance Plan for USAYPG in full consideration of the challenges, issues and concerns detailed in the Executive Summary of the YPG Commander’s vision of the future of USAYPG’s test mission. The offerors shall:

- (1) describe their management structure to include teaming arrangements (to include elements of the PWS that team members/subcontractors will perform), corporate relationships, corporate commitment and resources.
- (2) demonstrate their ability to structure, oversee and direct a large workforce that will ensure service flexibility, quality, timeliness, reach-back capability, ability to identify and resolve problems, a clear overall understanding of the services required, and their relation to each supported organization and its mission.
- (3) describe and present the principal advantages of their proposed Strategic Performance Plan and any benefits it will bring to USAYPG.
- (4) propose Job Qualification Standards (JQs), and key positions in addition to the Program Manager, including rationale for the position as key, and rationale for selection of the individual proposed to fill the position.
- (5) describe relevant technical and management resources the company will bring to support the USAYPG test mission and the Offerors approach to technical innovation and technology infusion sustainment efforts.
- (6) demonstrate their ability to partner with the Government to develop requirements for new test instrumentation, related data collection and information technology systems to include lessons learned and best practice procedures to support a dynamic test mission.
- (7) describe approach/plan for reducing costs during contract performance to include metrics for establishing cost reduction goals (along with supportive reasoning).
- (8) demonstrate a complete understanding of the environments at all USAYPG test centers; demonstrate a thorough understanding of the required safety measures necessary to support multiple complex and hazardous tests in remote environments on a daily basis, and propose an effective approach to risk identification and mitigation. In addition, demonstrate their approach to safety, in particular how management and employees collaborate proactively to prevent injuries, and by focusing on hazard prevention and control, and training.

Key personnel positions and JQs are the written elements of this subfactor and must be submitted to the Government with the written proposal and presentation materials.

TAB 3 – Personnel Management Approach. Offerors shall describe approach and expertise in obtaining qualified personnel to meet USAYPG’s dynamic mission requirements, to include a discussion of employee pay rates, salaries, benefits, training, incentives, commitment and morale. The offerors approach shall demonstrate the following:

- (1) the ability to provide sufficient manpower and quickly recruit and retain the requisite skill sets with the knowledge, education, certifications, security clearances, and expertise necessary to support all

functional areas of this requirement to include staffing in support of the highly dynamic and volatile test mission over the life of the contract.

- (2) the ability to partner with academia to help grow the “next generation” of systems engineering support.
- (3) the capability to manage a multi-functional, multi-skilled workforce, supporting multiple remote test centers, fluctuating staffing levels, and utilizing a cross-training strategy to efficiently accomplish the test mission while ensuring that the cost of testing to customers remains competitive.
- (4) an effective/comprehensive training program that ensures qualified and certified personnel in all positions prior to contract performance.
- (5) a feasible program for tracking, scheduling and documenting recurring/refresher training.

Staffing and qualifications approach will be addressed in the oral proposals only.

TAB 4 – Quality Control and Continuous Process Improvement Approach. Offerors shall detail a comprehensive quality control program and continuous process improvement approach that:

- (1) demonstrates the offerors ability to identify and correct conditions adversely affecting the quality of services provided to the Government and which demonstrates commitment to the quality of technical test data, reports, and all other work products furnished to both internal and external customers, thereby reducing the cost of re-test.
- (2) demonstrates the ability to define, review and optimize test execution processes to improve results. Offerors shall describe a specific case relative to USAYPG’s requirements where methods and techniques (i.e. Lean Six Sigma) were employed to drive continuous process improvement, from problem area identification to solution implementation and what benefits to the organization were realized.

The Quality Control and Continuous Process Improvement approach will be addressed in the oral proposals only.

TAB 5 - Technical Expertise. The offeror is required to address its expertise and the expertise of each proposed team member and/or subcontractor. The submission shall consist of a matrix that indicates functional areas, performance periods, and customers, with a brief description of the work performed, sufficient to demonstrate a clear understanding of the USAYPG test mission, and major PWS functional areas and technical requirements that support the joint services, commercial and foreign government customer base that exists at USAYPG.

The intent of this subfactor is not to require a technical discussion of each functional area of the contract, but rather to assess the offeror’s technical expertise in each functional area of the PWS through a quantitative assessment of current and previous work performed. Qualitative evaluation of past performance will be assessed under Factor 2.

Technical Expertise will be addressed in written format only and must be submitted to the Government with the written proposal and presentation materials.

(4) Oral Presentation. : Offerors shall prepare and present an oral presentation that addresses Mission Capability. An overhead projector, a video projector and a screen will be available for the offerors’ use. Offerors will have three hours to present their Mission Capability approach. There is no limit to the number of slides permitted, however presentations must be completed in the three hour timeframe allotted. Offerors will have access

to the presentation area at 8:30 AM MST on the day of your presentation to set up your equipment. The Government will video (record) all presentations. The successful offeror's presentation video will represent the Mission Capability submission and will be accepted in its entirety. If offerors desire a copy of the video they must provide a copy of the video media specified by the Government at the time that the presentation is scheduled. A clarification session will be held following the presentation to allow the Government to clarify any areas of uncertainty that the Government may have in reference to the presentation. This session is not considered negotiations and proposal changes will not be allowed or requested during this session. **The offerors presentation team shall not exceed six personnel, one of which must be the proposed on-site Program Manager. The Program Manager is expected to lead the presentation.**

(5) A tentative schedule for each day of oral presentations is as follows:

8:30 – 9:00 AM MST	Set-up
9:00 – 12:00 AM MST	Oral Presentation
12:00 – 1:30 PM MST	Lunch Break and clarifications compiled
1:30 – 2:30 PM MST	Clarification session

(b) **Volume II** - Past Performance. The Government will perform a Confidence Assessment of the Offeror's past performance to arrive at a confidence rating. The Confidence Assessment represents the evaluation of an Offeror's past work record to assess the Government's confidence in the Offeror's probability of successfully performing as proposed. The Past Performance evaluation will be accomplished by reviewing aspects of an Offeror's recent and relevant Past Performance, focusing on and targeting performance which is relevant to the effort as it directly relates to the work being procured under this solicitation and as defined in Section M. Past Performance information described herein is required on the offeror and all subcontractors, teaming partners, and/or joint venture partners proposed to perform the proposed effort based on the total proposed price. The offeror shall submit, along with the information required in this paragraph, a consent letter (see Attachment 1), executed by each subcontractor, teaming partner, and/or joint venture partner, authorizing release of adverse past performance information to the offeror so the offeror can respond to such information. For each identified effort for a commercial customer, the offeror shall also submit a client authorization letter, authorizing release to the Government of requested information on the offeror's performance.

- (1) Early Proposal Information. The offeror is requested to submit the Past Performance Volume **two weeks** after the RFP issuance date, to the Contracting Officer at the address specified in L-III.
- (2) The offeror shall include documentation regarding their relevant past performance as it directly relates to the work being procured under this solicitation. The offeror SHALL NOT go back any farther than three years for the submitted data. The past performance data shall document a successful history of past contract performance.
- (3) In conducting the Past Performance evaluation, the Government reserves the right to use both the information provided in the offeror's Past Performance Volume and information obtained from other sources, such as the Past Performance Information Retrieval System (PPIRS) or similar systems, Defense Contract Management Agency (DCMA) and commercial sources
- (4) Offerors are reminded that both independent data and data provided by offerors in their proposals may be used by the Government to evaluate offeror past performance. However, the burden of providing thorough, complete, and current past performance information as requested in this paragraph remains with the offerors. Proposals that do not contain the information requested by this paragraph risk rejection or a less than acceptable performance rating by the Government. Offeror's without a record of relevant past performance will not be evaluated favorably or unfavorably on past performance and will receive an "Unknown/Neutral Confidence" rating for the Past Performance factor. A strong record of relevant present and past performance may be considered more advantageous to the Government than an "Unknown/Neutral Confidence" rating.
- (5) All past performance comments received will be taken into account and could affect the overall rating. The overall past performance evaluation is a subjective decision based on the whole of all data received. Offerors with no past performance may provide the equivalent information on company

- officials and/or personnel proposed for this action. If the offeror has no relevant past performance, they will be rated as “Unknown/Neutral Confidence” rating.
- (6) **Submission Requirements.** The offeror shall submit a Past Performance Volume containing the following:
- **Table of Contents**
 - **Summary Page** describing the role of the offeror and each subcontractor, teaming partner, and /or joint venture partner that the offeror is required to provide Past Performance Specific Relevant Contract Reference Sheets for the past performance experience in accordance with Attachment 4.
 - **Consent Letters** executed by each subcontractor, teaming partner, and/or joint venture partner, authorizing the release of past performance information so the offeror can respond to such information. A sample consent letter is attached (Attachment 5).
 - **Client Authorization Letters** for each identified effort for a commercial customer authorizing release to the Government of requested information on the offeror’s performance.
 - **Organization Structure Change History**— Many companies have acquired, been acquired by, or otherwise merged with other companies, and/or reorganized their divisions, business groups, subsidiary companies, etc. In many cases, these changes have taken place during the time of performance of relevant present or past efforts or between conclusion of recent past efforts and this source selection. As a result, it is sometimes difficult to determine what past performance is relevant to this acquisition. To facilitate this relevancy determination, include in this proposal volume a "roadmap" describing all such changes in the organization of your company. As part of this explanation, show how these changes impact the relevance of any efforts you identify for past performance evaluation/performance confidence assessment. Since the Government intends to consider present and past performance information provided by other sources as well as that provided by the offeror(s), your "roadmap" should be both specifically applicable to the efforts you identify and general enough to apply to efforts on which the Government receives information from other sources.
 - **Specific Relevant Contracts Format -** Sheets in accordance with Attachment 4. The offeror shall provide documentation outlining the offeror’s past performance with contracts, as a prime or major subcontractor, which is the same or similar in nature, size, and complexity to the services being procured under this Solicitation. The submittal shall include rationale supporting your assertion of relevance and how it was determined that the work performed previously was the same or similar in nature, size, and complexity to the work specified by this solicitation. Offerors are required to explain what aspects of the contracts are deemed relevant to the proposed effort, and to what aspects of the proposed effort they relate.
 - **Past Performance Questionnaire** - See Attachment 6, Past Performance Questionnaire. For the contracts identified on each Specific Relevant Contract Reference, the offeror shall forward a copy of the Past Performance Questionnaire to the points of contact responsible for monitoring performance under such contracts. These questionnaires shall be returned directly to Mrs. R. Colette Carrizales, Contracting Officer. Any questionnaires not returned directly to the KO will not be reviewed and evaluated. The information contained in the questionnaires will be used to evaluate the offeror’s past performance. If any negative past performance information is received that the Offeror has not previously had an opportunity to address, the contractor will be given an opportunity to provide rebuttal. A minimum of three (3) Questionnaires must be received by KO prior to the date and time established for the RFP closing. New entities that have no past customers shall annotate on the Summary Page that they have had no previous clients and that the minimum number of questionnaires cannot be provided. If the offeror has no relevant past performance, they will be rated as “Unknown/Neutral Confidence” rating.

(c) **Volume III- Small Business Participation Proposal**

All offerors are required to submit a Small Business Participation Proposal individually addressing the following areas:

- (1) the extent in which the small business programs listed in FAR Part 19 and Part 26 (small business, small disadvantaged business, woman-owned small business, HUBZone small business, service-disabled veteran-owned small business, Historically Black Colleges and Universities/Minority Institutions, etc.) are specifically identified in the Small Business Participation Proposal;
- (2) the extent of commitment to use such firms (for example, enforceable commitments such as signed teaming agreements are to be considered more heavily than non-enforceable ones);
- (3) the complexity and variety of the work small business firms are proposed to perform in completion of this contract;
- (4) the extent of compliance with subcontracting goals in previous Government contracts; and
- (5) the extent of participation of small business firms on this acquisition in terms of the value of the total acquisition. This shall be represented both in dollars and percentages for the base year and for each individual option period.

TAB A – The Small Business Participation Proposal shall be organized as follows:

(i) Prime Contractor type of business (check all that apply):

- Large
- Small (also check type of small business)
 - Small Non-Disadvantaged Business
 - Small Disadvantaged Business
 - Woman-Owned Small Business
 - HUBZone Small Business
 - Veteran-Owned Small Business
 - Service-Disabled Veteran-Owned Small Business

(ii) Value of the Total Acquisition (including options): \$ _____

(iii) Dollar value and percent (%) of Offeror’s participation as prime contractor: \$ _____ & (%) _____

(iv) Dollar value and percentage of proposed subcontracted effort based on value of the total acquisition:

	Dollar Value	Percentage of Total Value of Acquisition
Large	\$ _____	% _____
Total Small	\$ _____	% _____
Small Non-Disadvantaged	\$ _____	% _____
Small Disadvantaged	\$ _____	% _____
Small Woman-Owned	\$ _____	% _____
Small HUBZone	\$ _____	% _____
Small Veteran-Owned	\$ _____	% _____
Small Service-Disabled Veteran-Owned	\$ _____	% _____

All representations above shall be accompanied by detailed supporting documentation regarding individual commitments.

NOTE: The sum of the dollar values and percentages of “Small Non-Disadvantaged” and “Small Disadvantaged” should equal the entries for the “Total Small.” However, the sum of all the percentages need not equal 100% since the prime contractor is not included and individual subcontractors may be counted toward more than one category.

Small Businesses proposing as prime contractors may include their contract performance in the dollars and percentages in the chart above as part of their small business participation proposal.

(v) List principal supplies/services (be specific) to be subcontracted to:

Name of Company	Type of Service or Supply by Complexity and Variety	Large Business	Small Non-Disadvantaged	SDB	WOSB	HUB/Zone SB	VOSB	SDVOSB	HBCU/MI

NOTE: For purposes of subcontracting, Historically Black Colleges and Universities/Minority Institutions (HBCUs/MIs) should be included in the small disadvantaged business category.

(vi) Prior Performance Information: Provide information substantiating the Offeror’s track record of utilizing small business on past contracts. For Large Businesses, include SF 294 and SF 295 (or Individual Subcontracting and Summary Subcontracting Reports in eSRS) information for government contracts with these reporting requirements for the last three years. If Offeror has had no contract in the last three years with these reporting requirements, a statement to that effect must be included. For Large and Small Businesses, provide descriptive information for all small business categories. Any information concerning long-term relationships with Small Business subcontractors, such as mentor-protégé relationships should also be provided. Furnish past performance information regarding subcontracting goals and achievement across these subcategories for the past 5 years.

(vii) Extent of Commitment: Provide documentation regarding enforceable commitments to utilize any small business category, as defined in FAR Part 19 and Part 26, as subcontractors.

(viii) SB Participation Goals by Base Period and Option Periods

Type/Size of Business	Base Period		Option Period 1		Option Period 2		Option Period 3		Option Period 4	
	(\$M)	(%)	(\$M)	(%)	(\$)	(%)	(\$)	(%)	(\$)	(%)
Total Contract										
Total Subcontracted										
Large										
Total SB										
Small Non-Disadvantaged										
SDB*										
WOSB										
HUB/Zone SB										
VOSB										
SDVOSB										

* Includes HBCU/MI

TAB B - Small Business Subcontracting Plan. Each Large Business Offeror shall provide a Small Business Subcontracting Plan that contains all the elements required by FAR Clause 52.219-9. This plan shall be submitted separately from the Small Business Participation Plan information required above in TAB A, which applies to both Large and Small Businesses. The Subcontracting Plan is not evaluated in source selection, but rather, is a requirement for award to a Large Business and it will be incorporated into any resultant contract. This plan must be determined acceptable by the Contracting Officer prior to award and will be evaluated in accordance with AFARS Appendix DD.

The recommended goals for this acquisition are as follows (based on total proposed subcontracted effort):

- Small Business 37%
- *Small Disadvantaged Business 5%
- Woman-Owned Small Business 5%
- Historically Underutilized Business Zone (HUBZone) Small Business 3%
- Service Disabled Veteran Owned Small Business 3%
- *Includes HBCU/MI

(NOTE: Offerors are required to provide a rationale for each objective that does not meet the Government's desired objective).

Failure to follow the Small Business Participation Plan/Small Business Subcontracting Plan preparation instructions may cause your proposal to be deemed unacceptable by the Government.

(d) Volume IV - Cost.

(1) All information relating to the proposed price must be included in both hard copy and electronic format. Electronic versions of the cost proposal shall be submitted on a CD-ROM in a format compatible with Microsoft Office (2007 or earlier) as further delineated below, and files should not be read only or password protected. All Excel formulas, lookup tables, and links should be intact, and no links should exist to files not included with the submission. Excel workbooks should not contain hidden spreadsheets. *PDF or flat files will not be considered adequate.* For the Cost Volume, the electronic version will take precedence for any differences noted between the hard and electronic versions of an offeror's proposal. Failure to comply with these formatting requirements may result in rejection of your proposal. Offerors' submittals shall be free of viruses, Trojans, spyware, and other malicious code for which appropriate detection and removal/quarantine software exists.

(2) Certified cost or pricing data is not anticipated for the award of contracts due to expected competition; however, the Government reserves the right to request such information should it become necessary consistent with FAR Subpart 15.4, Contract Pricing.

(3) Volume Organization. The Cost Volume

TAB A – Exceptions/Assumptions (if required) - Identification and explanation of any exceptions or deviations. Additionally, any assumptions used in the proposal preparation must be identified and fully explained.

TAB B – SF 33 – The SF 33 shall be submitted fully completed. The Offeror is cautioned that the SF 33 must contain an original signature in block 17 of the form. The Offeror shall acknowledge any amendments to the RFP in accordance with the instructions on the SF 33 and with Section L, FAR 52.215-1, Instructions to Offerors - Competitive Acquisition. The Offeror shall provide the name, title and telephone number of the company/division point of contact regarding decisions made with respect to their proposal and who can obligate their company contractually. Also, identify those individuals authorized to negotiate with the Government

TAB C – Section B (Services and Costs) - Section B shall be submitted fully completed and error free. It shall contain the Offeror's prices for the established firm fixed price (FFP) Contract Line Item Numbers (CLINS) 0001, 0003, 1002, 2002, and 3002. It shall contain the Offeror's proposed cost, base and award fees for the established cost plus award fee (CPAF) CLINS 0002, 1001, 2001, and 3001. The base fee shall not exceed 3%.

TAB D – Cost Information - The Offeror shall provide information other than cost and pricing data in accordance with the format provided below. Within the Cost Proposal, the applicable DCMA and DCAA office shall be identified to include the POC, address, telephone number, and e-mail address. Also provide approval/audit status (including audit report number and date) of accounting and business systems (including estimating and CASB Disclosure Statement, if applicable). The cost information shall contain two Sections, the Cost Rationale Section and the Cost Substantiation Section.

1. The Cost Rationale Section shall contain all the narrative explanations used in deriving the estimated costs. These narratives shall explain clearly the methodologies, calculations, and assumptions used in developing each direct and indirect cost element. At a minimum, the Offeror shall address the Notes identified below.

NOTES:

(a) In the Cost Rationale Section, specify the use and extent of proposed overtime, including back-up details/rationale as to what comprises overtime labor.

(b) In the Cost Rationale Section, describe the evaluation rationale, including all relevant facts and data, which lead to the subcontract amount included in your proposal.

(c) In the Cost Rationale Section, provide an explanation of the method of cost build-up including the bases used in applying rates and factors. The source of rates and factors shall be identified. For example, if rates are audited/approved, or a Forward Pricing Rate Agreement/Recommendation is in existence that should be noted. For proposed forward pricing rates that have not been audited/approved and are based on current experience, provide the historical information used and identify clearly any annual escalation applied. Include a table listing historical rates for the past three years (e.g. 2009, 2010, and 2011) for the proposed indirect rates (e.g. overhead, fringe, material handling, G&A) which includes pool and allocation base expenses by cost element. The offeror shall provide prior year (e.g. 2011) actual direct labor rates by category. If the Offeror is in a teaming arrangement that results in composite rates, then the calculation details and assumptions leading to the composite rates shall be identified.

(d) The indirect rates proposed should reflect the Offeror's actual cost accounting practices and indirect rate structure.

(e) In the Cost Rationale Section of the cost proposal, the Offeror shall explain how fringe benefits were developed.

(f) In the Cost Rationale Section of the cost proposal, the Offeror shall provide an explanation of the method of cost build-up including the bases used in applying taxes and workers compensation. As a minimum, identify the rates used for FICA, FUTA, SUTA, Workers Compensation and Personal Liability Insurance.

(g) The MTSS contractor has historically been required to pay wages above the Department of Labor (DOL) Area Wage Determination (AWD) to retain highly qualified Service Contract Act (SCA) employees in this geographic location. Baseline manning and wage information is provided in TE-10. Any deviation from the average rates that are provided in TE-10 must be clearly identified, explained and justified. The intent of this discussion **is not** for Offerors to provide labor cost data in the Mission Capability proposal.

(h)Financial Capability. The Offeror shall identify if a financial capability risk assessment /audit has been performed within the last year. Offerors should identify the agency that performed the financial capability risk assessment or audit (e.g. DCMA/DCAA) and provide a POC and the reference or report number. If no recent financial capability review has been performed by DCMA/DCAA, the Offeror shall submit information on its lines of credit, funding mechanisms and future plans for additional lines of credit. Lines of credit shall be verified by written letter from Offerors bank, stating how much is available and how long the offeror has been a client. Offerors shall submit the following financial statement data for the three most recent and complete fiscal years and the most recent interim accounting period if applicable. Offerors shall clearly label all financial statements as audited or unaudited and include the date last audited, by whom the data was audited, and the date, if applicable, of any certification of the financial statements by the responsible company official. Financial statements to be submitted: Balance Sheet, Income Statement, Statement of Retained Earnings, Statement of Cash Flows. If recent financial assessment reviews by DCMA/DCAA are unavailable, the Government reserves the right to conduct more current financial capability reviews on only those offerors determined to be in the competitive range.

(i) The Cost Substantiation Section shall be submitted using the Direct Labor Table and the Cost Summary Roll-Up. Offerors are allowed to tailor the Direct Labor Table if it conflicts with their actual cost accounting practices and indirect rate structure, as long as the same detailed information is provided. A detailed cost proposal for each subcontract exceeding \$150,000 a year shall also be submitted. Offerors are required to support the subcontract to the same level of detail and information as the prime Offeror. At least two hard copies and one CD-ROM shall be provided for each subcontract proposal exceeding \$150,000 a year. Any subcontract hours/amounts listed in the direct labor detail of the offeror/prime shall be segregated and subtotaled separately. The DCAA and DCMA offices and POCs for each of these subcontracts, as well as the subcontractor’s cage code, shall be identified. The offeror shall submit a Direct Labor Table and a Cost Summary Roll-Up for each period of the contract. Because the Government could adjust proposed labor hours and/or labor and indirect rates, the offeror shall provide a Summary Roll-Up Excel spreadsheet for each period which the Government can utilize to calculate Most Probable Cost (MPC).

The staffing information in TE 10, Item (iv) is provided as a baseline only (excluding management and administrative staff) for developing proposed labor costs. Deviations from this baseline based on the Offerors unique management approach and promised efficiencies, shall be fully explained and justified, in the Cost Rationale Section, keeping in mind that the Government is interested in a management approach that will result in continuous improvements and efficiencies that are expected to be reflected in the management and cost proposals.

2. The Offeror shall submit a Direct Labor Table and a Cost Summary Roll-Up for each period of the contract.

DIRECT LABOR TABLE

PWS Para	Labor Category	No. of Personnel	CBA Job Class or WD Code	Exempt Non-Exempt	Total Productive Labor Hrs (Reg)	Wage Rate	Total Labor Hours (OT)	OT Rate	Fringe Benefits	Taxes & Ins	Total
						\$		\$	\$	\$	\$
						\$		\$	\$	\$	\$
						\$		\$	\$	\$	\$

NOTES :

- (a) The Offeror shall provide the labor build-up segregated by functional areas in section C.5 of the PWS to the level identified in TE 10, Item (iv) (i.e. C.5.3.1, C.5.3.2, and C.5.3.3). In order to evaluate completeness, all PWS paragraphs shall be annotated/addressed. If multiple PWS paragraphs are being performed by cross-utilized employees and the employees are being costed under just one of the PWS paragraphs, ensure that the non-costed PWS paragraphs are identified by simply cross-referencing the cost PWS paragraph.
- (b) The Offeror shall identify whether the individual is an exempt or non-exempt position. The terms “exempt” and “non-exempt” refer to application of Fair Labor Standards Act and the Service Contract Act requirements. If the position is non-exempt, the Offeror shall identify clearly the specific level and title of the labor category. For conformed positions, the Offeror shall explain the rationale for the development of the position and applicable wage rate in the Cost Rationale Section of this cost proposal. The cost rationale shall indicate the basis of conformance as well as any related AWD labor classification(s).
- (c) The Offeror shall provide the applicable number of labor hours (both regular and overtime).
- (d) Baseline staffing information in TE 10 Item (iv) excludes management and administrative staff. Offerors shall include costs for management and administrative staff in cost proposals as deem appropriate based on proposed management approach. Management and administrative staff shall be clearly identified and fully costed, distinct and separate from labor costs proposed for the functional areas specified in Section C.5 of the PWS.

SUMMARY ROLL-UP

Labor Category	Total Productive Regular Hours	Wage Rate	Total Overtime Hours	Overtime Rate	Total
		\$		\$	
		\$		\$	
		\$		\$	
Total Direct Labor					\$

Total Direct Labor (from table)		\$	_____
Labor Overhead/Fringe Benefits	(NOTE) _____%	\$	_____
Overhead	(NOTE) _____%	\$	_____
Subcontracts		\$	_____
Subtotal		\$	_____
G&A	(NOTE) _____%	\$	_____
Subtotal		\$	_____
Base Fee (NTE 3%)	_____%	\$	_____
Award Fee	_____%	\$	_____
Other Direct Costs – Materials, equip, etc. estimate per year		\$	<u>19.6M</u>
Total Cost		\$	_____

NOTE:

Other Direct Costs (ODCs) are a common cost estimated at \$19.6M for each one-year contract period which includes all materials, supplies, equipment, etc. This amount shall be used by all offerors in developing cost proposals. ODCs are non-fee bearing; however, material handling and any other factors the offeror applies this costs shall be identified in the proposal. This common cost amount shall be included as a lump sum in the Summary Roll-Up only.

TAB E – Section K (Representations, Certifications, and Other Statements of Offerors) – The offeror shall ensure that Section K is submitted thoroughly completed with all blocks in each certification/representation completed truthfully and completely.

TAB F – Professional Compensation Plan. The offerors are to submit their Professional Compensation Plan in accordance with Section L, FAR 52.222-46.

CLAUSES INCORPORATED BY REFERENCE

52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data	OCT 2010
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a single Cost Plus Award Fee (CPAF) contract resulting from this solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Mission & Installation Contracting Command - YPG (CCMI-CHD-YP), 301 C. Street, Bldg. 2364, Yuma AZ 85365-9498.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/Vffar1.htm>

About DFARS and PGI: http://www.acq.osd.mil/dpap/dars/about_dfarspgi.html

(End of provision)

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

AC 5152.216-4003 NOTICE – ADEQUACY OF ACCOUNTING SYSTEM (NOV 2006)

The contract awarded as a result of this solicitation will be a _____ Type. The successful offeror is required by FAR 16.301-3 to have adequate accounting system. The adequacy of a contractor's accounting system is determined in a review performed by the cognizant Defense Contract Audit Agency.

5152.244-4000 NOTICE FOR ABILITYONE SUBCONTRACTING GOAL CREDIT (MAY 2010) (LOCAL CLAUSE)

In accordance with Public Law 102-396, AbilityOne organizations will be afforded the maximum practical opportunity to participate as subcontractors and suppliers in the performance of this contract.

As prescribed by 10 U.S.C. 2410d and Section 9077 of Public Law 102-396, and in accordance with DFARS 219.703, Eligibility requirements for participating in the program, offerors may receive credit towards the small business subcontracting goal for subcontracts placed with qualified non-profit agencies participating in the AbilityOne Program. AbilityOne organizations are qualified non-profit agencies for the blind and other severely disabled that are approved by the Committee for Purchase from People Who Are Blind or Severely Disabled under the Javits-Wagner-O'Day Act (41 U.S.C. 46-48).

For additional information on AbilityOne's program and products see <http://www.abilityone.gov/index.html>. For additional information on DOD activities in support of AbilityOne see http://www.acq.osd.mil/dpap/cpic/cp/abilityone_program.html.

Section M - Evaluation Factors for Award

SECTION M – EVALUATION FACTORS**M-I – SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

NOTICE: Pursuant to Federal Acquisition Regulation (FAR) 52.252-1, "SOLICITATION PROVISIONS INCORPORATED BY REFERENCE," the following provisions are incorporated herein by reference:

A. SOLICITATION PROVISIONS:

PARAGRAPH	TITLE	DATE
52.217-5	Evaluation of Options	JUL 1990

M-II – SOLICITATION PROVISION IN FULL TEXT

NOTICE: The following provisions are hereby incorporated in full text:

M-III - EVALUATION FACTORS FOR AWARD**a. Basis for Contract Award**

(1) This is a best value source selection conducted in accordance with Federal Acquisition Regulation (FAR) 15.3, Source Selection, as supplemented by the Defense Federal Acquisition Regulation Supplement (DFARS), and the Army Federal Acquisition Regulation Supplement (AFARS). The Government will select the best overall offer, based upon an integrated assessment of Mission Capability, Past Performance, Small Business Participation, and Cost Factors. A contract may be awarded to the offeror who is deemed responsible in accordance with the FAR, as supplemented, whose proposal conforms to the solicitation's requirements (to include all stated terms, conditions, representations, certifications, and all other information required by Section L of this solicitation) and is judged by an overall assessment of the evaluation factors and subfactors to represent the most advantageous to the Government. As part of making the assessment, a best value analysis will be performed determining whether or not exceeding the minimum requirements at an associated price provides the best value to the Government.

(2) As a basis for award, trade-offs between cost and non-cost factors are permitted. **THEREFORE, THE GOVERNMENT RESERVES THE RIGHT TO AWARD TO OTHER THAN THE LOWEST PROPOSED COST.** However, the degree of importance of cost as a factor in determining award could become greater depending upon the equality of the proposals evaluated in the non-cost factors. The greater the equality of proposals within the non-cost factors, the more important cost becomes in selecting the best value to the Government.

The Government will evaluate proposed prices for reasonableness in accordance with FAR 15.402(a) using cost and price analysis techniques. Proposed prices evaluated as unreasonable may be grounds for eliminating a proposal from competition. Unrealistically low costs may be grounds for eliminating a proposal from competition on the basis that the offeror has demonstrated a lack of understanding of the requirement.

b. Award for All of the Work.

The Government intends to award a single Cost Plus Award Fee (CPAF) contract as a result of this solicitation. Offers received for less than the stated number of items listed in the Bid Schedule will be considered ineligible for award. As set forth in FAR 52.215-1 (f)(4), the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a), "Clarifications and Award without Discussions"). Therefore, the offeror's initial proposal should contain the offeror's best terms from a

cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer determines them to be necessary. In the event that discussions are held, a competitive range determination will be made in accordance with FAR 15.306. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

c. Evaluation Process

This acquisition will be conducted using a two-phase process.

PHASE I - ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

U.S. Army Yuma Proving Ground's (USAYPG) test executing centers currently conduct about five (5) percent integrated operational/developmental testing on behalf of ATEC with a view to this integrated approach increasing throughout the lifetime of this contract. Although operational and developmental testing serves fundamentally different purposes, they are becoming more structured as unified programs that obtain data from many sources and are seamless throughout the acquisition cycle. This approach results in increased opportunities for the use of common support contracts, data collection and instrumentation for operational and developmental testing, resulting in greater efficiencies and lower costs. However, it also increases the risk of a statutory OCI in a combined developmental/operational test environment. Therefore this requirement is subject to Title 10 USC 2399(d) which does not allow for mitigation of any potential or perceived OCI issues but calls for complete avoidance.

The Phase I evaluation will be conducted and a KO advisory determination made IAW FAR 9.5. The Contracting Officer, in consultation with legal counsel, shall evaluate the offerors OCI proposal and may consider any information obtained from other sources in determining whether an actual or potential OCI exists during Phase I.

If the evaluation determines an actual or potential OCI exists during Phase I, the Contracting Officer will:

- (1) Notify the offeror of the advisory determination;
- (2) Engage in exchanges and clarifications to resolve OCI issues, and;
- (3) If the OCI cannot be avoided, the offeror will be advised that while the offeror may submit a Phase II proposal, it is unlikely that it will be eligible for award.
- (4) The Contracting Officer shall inform the offeror of the basis for the OCI determination.

PHASE II – MISSION CAPABILITY, PAST PERFORMANCE, SMALL BUSINESS PARTICIPATION, AND COST

The Phase II evaluation will be conducted using the evaluation factors and subfactors as follows:

d. Evaluation Criteria

(1) Evaluation criteria consist of factors and subfactors. The proposals will be evaluated under four (4) evaluation factors: Mission Capability, Past Performance, Small Business Participation, and Cost. Please note, acceptance of the offeror's small business participation proposal does not preclude the requirement required in FAR Part 19.702 for submittal and approval of a Subcontracting Plan.

Factor 1: Mission Capability

Subfactor (a): Management and Organization Approach

Subfactor (b): Personnel Management Approach

Subfactor (c): Quality Control and Continuous Process Improvement Approach

Subfactor (d): Technical Expertise

Factor 2: Past Performance

Factor 3: Small Business Participation
Factor 4: Cost

(2) Relative Importance of Factors. The relative importance of each factor is as follows: The Mission Capability Factor is significantly more important than Past Performance, and Past Performance is more important than the Small Business Participation factor. In accordance with FAR 15.304(e), all evaluation factors other than Cost, when combined, are approximately equal to cost.

(3) Evaluation Factors.

FACTOR 1. MISSION CAPABILITY. Mission Capability evaluation will consist of an assessment of the offeror's proposed Strategic Performance Plan. This plan will be evaluated based the offeror's understanding and explanation of how it will partner with the Government to help resolve future strategic issues as identified by YPG senior leadership, support YPG's stated objectives for this acquisition and bring value to the YPG mission. Acquisition objectives are as follows:

- Continuous improvement, development and implementation of innovative, state-of-the-art testing techniques, procedures, processes, equipment and methodologies in response to rapid, constantly changing test programs and requirements;
- Effective, efficient (in terms of both cost and schedule), flexible overall program management of test support operations.
- Effective, efficient, flexible performance of day-to-day test support operations in the functional areas specified in the PWS.

YPG Senior Leadership vision of future strategic issues is provided as an Executive Summary at Section A of this Request for Proposal (RFP).

This factor will be evaluated through assessment of the following subfactors:

- (a) Management and Organization Approach
- (b) Personnel Management Approach
- (c) Quality Control and Continuous Process Improvement Approach
- (d) Technical Expertise

Relative importance of subfactors: Subfactor (a) is the most important subfactor. Subfactors (b) and (c) are equal in importance. Subfactor (d) is least important. Combined, subfactors (b), (c) and (d) are equal in importance to subfactor (a).

FACTOR 2. PAST PERFORMANCE. The offerors past performance will be evaluated taking into consideration all previous performance and quality of service as determined based on assessment of the specific areas identified in Factor 2 under "Evaluation Approach" section below.

FACTOR 3. SMALL BUSINESS PARTICIPATION. The offerors proposed Small Business Participation proposal is applicable to both large and small businesses, as differentiated from the Subcontracting Plan, which is applicable to large businesses only. The Small Business Participation factor will include five subfactors described below.

Relative importance of subfactors: Subfactors (c) and (e) are equal in importance and more important than Subfactors (a), (b) and (d). Subfactors (a), (b) and (d) are equal in importance.

- (a) Extent to which Firms are Specifically Identified
- (b) Extent of Commitment to Identified Firms

- (c) Complexity and Variety of Work SB Firms will Perform
- (d) Extent of Compliance with Subcontracting Goals in previous Government Contracts
- (e) Extent of Participation of SB Firms in Terms of the Value of the Total Acquisition

FACTOR 4. COST. The offerors cost proposal will be evaluated for realism for the effort proposed, to include proper alignment between resources and any proposed efficiencies.

(4) Evaluation Approach

All proposals shall be subject to evaluation by a team of Government personnel. The Government's evaluation team will use formal source selection procedures to evaluate each offerors capability to perform, and understanding of the solicitation requirements. The evaluation team will rate each proposal based strictly on the proposal contents and will not assume performance or expertise that is not specified in the offerors proposal.

In an effort to streamline the acquisition process, oral presentations will be utilized. Offerors will be required to address the Mission Capability factor through a combination of a limited written proposal and an oral presentation. Each subfactor below provides instructions for oral and/or written submissions.

The date and time for oral proposals will be scheduled approximately one week after the closing date in the solicitation. All presentations will be conducted at the USAYPG. The duration of the oral presentation process will be as long as necessary, depending on the number of proposals actually received. The order in which offerors will provide their presentation to the Government will be determined by random drawing of lots by the Contracting Officer after the closing date for receipt of proposals. Rescheduling of presentation by offerors will not be permitted.

Each offeror participating in oral presentations will provide hard copies of their briefings with their initial proposal submission. In addition, the oral presentations will be video/audio taped. An overhead projector, a video projector and a screen will be available for the offerors use. Offerors must provide their own laptop and any other necessary equipment. Offerors will have three (3) hours to present their Mission Capability approach. There is no limit to the number of slides permitted, however presentations must be completed in the three (3) hour timeframe allotted. If offerors desire a copy of the video they must provide a copy of the video media specified by the Government at the time that the presentation is scheduled. A clarification session will be held following the presentation to allow the Government to clarify any areas of uncertainty the Government may have in reference to the presentation. This session is not considered negotiations and proposal changes will not be allowed or requested during this session. The offerors presentation team shall not exceed six personnel, one of which must be the proposed Program Manager.

Factor 1 – Mission Capability

The subfactors, identified under the Mission Capability factor will be given individual ratings which will then be used to determine an overall rating for this Factor. Any subfactor that receives a "Marginal" or "Unacceptable" rating will result in a "Marginal" or "Unacceptable" rating respectively, for the overall Mission Capability factor and the proposal is unawardable. An offeror must receive a minimum rating of "Acceptable" at the factor level to be eligible for award. Note: A final rating of Marginal at the factor level is not eligible for award. Under the Mission Capability factor, an offeror shall address the following subfactors:

- (a) Management and Organization Approach
- (b) Personnel Management Approach
- (c) Quality Control and Continuous Process Improvement Approach
- (d) Technical Expertise

Subfactor (a) - Management and Organization Approach: In evaluating this subfactor, the assessment will concentrate on:

- (1) the offerors proposed management structure to include teaming arrangements (to include elements of the PWS that team members/subcontractors will perform), corporate relationships, corporate commitment, and resources.
- (2) the offerors ability to structure, oversee and direct a large workforce that will ensure service flexibility, quality, timeliness, reach-back capability relevant to the services required, ability to identify and resolve problems, continuous process and performance improvements, a clear overall understanding of the services required, and their relation to each supported organization and its mission.
- (3) the extent to which the proposed Strategic Performance Plan will provide advantages that benefit USAYPG.
- (4) the extent to which the offerors proposed key personnel positions, in addition to the Program Manager, and proposed Job Qualification Standards (JQSs), bring the necessary expertise and value to support the USAYPG strategic vision for the future, and the relevant technical and management resources the company will bring to support the USAYPG test mission.
- (5) the offerors approach to technical innovation and technology infusion/sustainment efforts, and the ability to partner with the Government to develop requirements for new test instrumentation, and related data collection and information technology systems, to include lessons learned and best practice procedures, to support a dynamic test mission.
- (6) the offerors approach/plan for reducing costs during contract performance, to include metrics for establishing cost reduction goals.
- (7) the offerors complete understanding of the environments at all USAYPG test centers, the required safety measures necessary to support multiple complex and hazardous tests in remote environments on a daily basis, and the ability to propose an effective approach to risk identification and mitigation. The offerors management approach to safety, in particular how management and employees collaborate proactively to prevent injuries and by focusing on hazard prevention and control, and training will also be assessed.

Key personnel positions and Job Qualification Standards (JQSs) are the written elements of this subfactor and must be submitted to the Government with the written proposal and presentation materials.

Subfactor (b) – Personnel Management Approach. The Government will evaluate the offerors approach and expertise in obtaining qualified personnel to meet USAYPG’s dynamic mission requirements. The Government will evaluate the offerors ability to:

- (1) provide sufficient manpower and quickly recruit and retain the requisite skill sets with the knowledge, education, certifications, appropriate security clearances, and expertise necessary to support all functional areas of this requirement to include staffing in support of the highly dynamic and volatile test mission over the life of the contract.
- (2) partner with academia to help grow the “next generation” of systems engineering support.
- (3) manage a multi-functional, multi-skilled workforce, supporting multiple remote test centers, fluctuating staff levels, and utilizing a cross-training strategy to optimize the test mission while ensuring that the cost of testing to customers remains competitive.

- (4) manage an effective/comprehensive training program that ensures qualified and certified personnel in all positions prior to contract performance and that demonstrates flexibility and adaptability to meet future training needs in response to the growth of USAYPG's test customer base.
- (5) establish a feasible approach for tracking, scheduling and documenting recurring/refresher training.

This subfactor will be addressed in the oral proposals only.

Subfactor (c) – Quality Control and Continuous Process Improvement Approach. The Government will evaluate:

- (1) the extent to which the offeror's comprehensive quality control program demonstrates the ability to identify and correct conditions adversely affecting the quality of services provided to the Government and which demonstrates commitment to the quality of technical test data, reports, and all other work products furnished to both internal and external customers, thereby reducing the cost of re-test.
- (2) the offerors ability to drive continuous process improvements, through evaluation of a specific case where methods and techniques (i.e. Lean Six Sigma) were employed to develop an improved process for the benefit of a customer, from problem area identification to solution implementation.
- (3) the extent to which the quality control approach ensures sufficient oversight to effectively manage the integration of teaming partners and management of all proposed subcontractors.

This subfactor will be addressed in the oral proposals only.

Subfactor (d) - Technical Expertise. The Government will evaluate the extent to which the offerors, and that of each proposed team member and/or subcontractors technical expertise, demonstrates a clear understanding of the USAYPG test mission, and major PWS functional areas and technical requirements that support YPG's joint services, commercial and foreign government customer base.

The intent of this subfactor is not to require a technical discussion of each functional area of the contract, but rather to assess the offeror's technical expertise in each functional area of the PWS through a quantitative assessment of current and previous work performed. Qualitative evaluation of past performance will be assessed under Factor 2.

This subfactor will be addressed in written format only and must be submitted to the Government with the written proposal and presentation materials.

Each Mission Capability subfactor will receive one of the adjectival ratings defined below and then there will be an overall roll-up adjectival rating at the factor level. Proposal risk is used to portray the evaluation of weaknesses in the offeror's proposals. The subfactor ratings will be used to determine an overall rating for the factor. Any subfactor that receives a marginal or unacceptable rating will result in an overall marginal or unacceptable rating for the factor and are not eligible for award.

(5) Rating Scheme:

The offeror's technical solution will be rated separately from the risk associated with its technical approach. The technical rating evaluates the quality of the offeror's technical solution for meeting the Government's requirement. Each Mission Capability subfactor will receive one of the adjectival ratings defined below, and then there will be an overall roll-up adjectival rating at the factor level. The sub-factor ratings will be used to determine an overall rating for the factor. Any sub-factor that receives a marginal or unacceptable rating will result in an overall marginal or unacceptable rating for the factor and are not eligible for award. The risk rating considers the risk associated with the technical approach in meeting the requirement. Technical evaluations shall utilize the ratings listed in the table below.

Mission Capability (Technical) Ratings

Mission Capability (Technical) Ratings		
Color	Rating	Description
Blue	Outstanding	Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. The proposal contains multiple strengths and no deficiencies.
Purple	Good	Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains at least one strength and no deficiencies.
Green	Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Proposal has no strengths or deficiencies.
Yellow	Marginal	Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements.
Red	Unacceptable	Proposal does not meet requirements and contains one or more deficiencies and is unawardable.

Mission Capability (Technical) Risk Ratings

Assessment of technical risk, which is manifested by the identification of weakness (es), considers potential for disruption of schedule, increased costs, degradation of performance, the need for increased Government oversight, or the likelihood of unsuccessful contract performance. Technical risk shall be rated using the ratings listed below.

Mission Capability (Technical) Risk Ratings	
Rating	Description
Low	Has little potential to cause disruption of schedule, <i>increased cost</i> or degradation of performance. Normal contractor effort and normal Government monitoring will likely be able to overcome any difficulties.
Moderate	Can potentially cause disruption of schedule, <i>increased cost</i> or degradation of performance. Special contractor emphasis and close Government monitoring will likely be able to overcome difficulties.
High	Is likely to cause significant disruption of schedule, <i>increased cost</i> or degradation of performance. Is unlikely to overcome any difficulties, even with special contractor emphasis and close Government monitoring.

Factor 2 - Past Performance. The Past Performance evaluation will assess the relative risks associated with an offeror's likelihood of success in performing the solicitation's requirements as indicated by that offeror's record of past performance. Performance risk is assessed at the factor level after evaluating aspects of the offeror's recent past performance and focusing on performance that is relevant to the services being procured under this solicitation. Offerors are cautioned that in conducting the performance risk assessment, the Government may use data provided in the offeror's proposal and data obtained from other sources, such as the Past Performance Information Retrieval System (PPIRS) or similar systems and State Department Watch Lists. Past performance areas of evaluation include:

- Transition
- Management of Personnel
- Customer Satisfaction
- Quality of Service
- Schedule
- Safety Issues/Violations
- Business Relations

- Ability to obtain and retain a highly qualified workforce

(a) Each offeror will receive a performance confidence assessment rating based on the Offeror's recent past performance, focusing on performance that is relevant to the contract requirements. There are two aspects to the past performance evaluation. The first is to evaluate the offeror's past performance to determine how relevant a recent effort accomplished by the offeror is to the effort to be acquired through the source selection.

(b) Recency Assessment. An assessment of the past performance information will be made to determine if it is recent. To be recent, the effort must be ongoing or must have been performed during the past 3 years from the date of issuance of this solicitation. Past performance information that fails this condition will not be evaluated.

(c) Relevancy Assessment. To be relevant, the effort must be of similar in nature of work, size, and complexity. The Government will conduct an in-depth evaluation of all **recent** performance information obtained to determine if it is the same or similar in nature, size, and complexity to the services/products being procured under this solicitation. Recent past performance is defined as not more than 3 years from the RFP release date; relevant in terms of similar nature of work, size, and complexity.

(1) There are four levels of relevancy as shown in the table below. With respect to relevancy, more relevant past performance is a stronger predictor of future success and will have more influence on the past performance confidence assessment than past performance of lesser relevance.

(2) A relevancy determination of the offeror's (including joint venture partner(s) and major and critical subcontractor(s)) past performance will be made. In determining relevancy for individual contracts, consideration will be given to the effort, or portion of the effort, being proposed by the offeror, teaming partner, or subcontractor whose contract is being reviewed and evaluated. The past performance information provided in the proposal and obtained from other sources will be used to establish the degree of relevancy of past performance. Offerors without a record of relevant past performance will not be evaluated favorably or unfavorably on past performance and will receive an "Unknown/Neutral" confidence rating.

Past Performance Relevancy Ratings	
Rating	Description
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

(d) The second aspect of the past performance evaluation is to determine how well offerors have performed on referenced contracts. The past performance evaluation performed in support of a current source selection does not establish, create, or change the existing record and history of the offeror's past performance on past contracts; rather, the past performance evaluation process gathers information from customers on how well the offeror performed those past contracts. Requirements for considering history of small business utilization are outlined at FAR 15.304(c)(3)(ii) and DFARS 215.305(a)(2). The Past Performance Evaluation Team will review this past performance information and determine the quality and usefulness as it applies to performance confidence assessment.

(e) Assigning Ratings. Performance Confidence Assessment. In conducting a performance confidence assessment, each offeror shall be assigned one of the ratings in the table below.

Performance Confidence Assessments	
Rating	Description
Substantial Confidence	Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
Limited Confidence	Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.
Unknown Confidence (Neutral)	No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

Factor 3 - Small Business Participation Proposal. All offerors, both large and small businesses, will be evaluated on the level of small business commitment demonstrated for the proposed acquisition, and their prior level of commitment to utilizing small businesses in performance of prior contracts.

(a) The following subfactors will be considered in evaluating an offeror's small business participation proposal:

- (1) The extent to which small business firms, as defined in FAR Part 19 and Part 26 (small business, small disadvantaged business, woman-owned small business, HUBZone small business, service-disabled veteran-owned small business, Historically Black Colleges and Universities/Minority Institutions, etc.) are specifically identified.
- (2) The extent of commitment to use such firms (enforceable commitments, such as teaming agreements are to be considered more heavily than non-enforceable ones).
- (3) The complexity and variety of the work small business firms are proposed to perform in completion of this contract.
- (4) The extent of utilization of small business firms on prior contracts, such as compliance with subcontracting goals in previous government contracts.
- (5) The extent of participation of small business firms on this acquisition in terms of the value of the total acquisition with detailed explanations/documentation supporting the proposed participation. This shall be represented both in dollars and percentages for the base year and each individual option year.

(b) Small Business Participation Factor Rating Definitions. The Small Business Participation Factor will be evaluated by the SSEB using the following adjectival rating chart:

Adjectival Rating	Extent to Which SB Firms are Specifically Identified	Extent of Commitment to Identified Firms	Complexity & Variety of Work SB Firms will Perform	Extent of Compliance with Subcontracting Goals in Previous Government Contracts	Extent of Participation of SB Firms in Terms of the Value of the Total Acquisition
Outstanding	SB Firms are identified by name in each category in FAR 19 and 26 excluding HBCU/MI	Written Agreements in place with all SB firms	Wide variety of work to be provided by SB firms to include technically complex work	Exceeded majority of goals in previous government contracts	SB firms will provide a significant amount of the value of the total acquisition
Good	SB Firms are identified by name in most categories in FAR 19 and 26 excluding HBCU/MI	Written agreements in place with several SB firms	Some variety of work to be performed by SB firms to include technically complex work	Met majority and exceeded some goals in previous government contracts	SB firms will provide a substantial amount of the value of the total acquisition
Acceptable	SB Firms are identified by name in some categories in FAR 19 and 26 excluding HBCU/MI	Written agreements in place with some SB firms	Some variety of work to be performed by SB firms (absent technically complex work)	Met majority, but did not exceed any goals in previous government contracts	SB firms will provide meaningful amount of the value of the total acquisition
Marginal	SB Firm identified by name in only one category in FAR 19 and 26 excluding HBCU/MI	Written agreement in place only one SB firm	SB firms will only be utilized to provide supplies on the contract	Met some, but did not meet majority of goals in previous government contracts	SB firms will provide a minimal amount of the value of the total acquisition
Unacceptable	No SB Firms Identified by Name	No indication of any written agreement in place with any SB firm	No identification of how SB firms will be utilized	Did not meet any goals in previous government contracts	SB firms will provide an insignificant amount of the value of the total acquisition
Neutral	N/A	N/A	N/A	No previous Government contracts with Subcontracting Plan requirements	N/A

Factor 4 – Cost. The Cost Factor will not be scored or rated. The task order response will be evaluated for price reasonableness, cost realism, and pricing balance in accordance with FAR 15.404-1.

(a) Price reasonableness will be evaluated in accordance with the proposal analysis techniques described in FAR 15.404-1(a), (b), and (d).

(b) Cost realism will be evaluated in accordance with FAR 15.404-1(d) using other than Certified Cost or Pricing Data requested. The cost realism analysis will be conducted to determine whether the estimated proposed cost elements are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the unique methods of performance described in the offeror's technical proposal. The Government will develop a most probable cost estimate for evaluation purposes only, to determine the overall best value.

(c) Unbalanced Pricing may be evaluated in accordance with FAR 15.404-1(g), as applicable, to assess potential performance risk which could result in unreasonably high prices.

(e) The evaluation process described in the subsections above will include the aggregate cost and price for the basic requirement (to include phase-in) and all options. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

The financial capability of the offeror will also be evaluated based on the offerors' lines of credit, funding mechanisms and future plans for additional lines of credit. The offerors financial statement data will be evaluated to assess the offerors' financial stability and resources to perform the contract requirements or the ability to obtain them.